

June 05, 2012
City Commission Room, 700 N. Jefferson, Junction City KS 66441

Mayor Pat Landes
Vice Mayor Jim Sands
Commissioner Cecil Aska
Commissioner Scott Johnson
Commissioner Jack Taylor
City Manager Gerry Vernon
City Attorney Catherine Logan
City Clerk Tyler Ficken

1. 7:00 P.M. - CALL TO ORDER

- a. Moment of silence
- b. Pledge of allegiance

2. PUBLIC COMMENT: The Commission requests that comments be limited to a maximum of five minutes for each person.

3. CONSENT AGENDA: All items listed are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.

- a. Consideration of Appropriation Ordinance A-11 2012 dated May 8th –May 29th 2012 in the amount of \$620,370.86.
- b. Consideration of the May 15, 2012 City Commission Meeting Minutes.
- c. Consideration to provide letter of support for Barton Community College to become a member of the Midwest OSHA Education Center Consortium (MOEC).
- d. Consideration of ambulance contractual obligation adjustments and bad debt adjustments (March 2012).
- e. Consideration of ambulance contractual obligation adjustments and bad debt adjustments (April 2012).
- f. Consideration and Award of Bid - Grant Avenue Bridge Repairs Project.
- g. Consideration and Award of Bid for the 2012 Street Striping Program.
- h. Consideration and Approval of Award of Bid for the Safe Routes to School (Sidewalk) Program.
- i. The consideration and approval of the noise waiver, animal ordinance waiver, Resident, Transient, and Itinerant and Peddler waiver, authorization to discharge

fireworks and authorization to ban bicycles and skateboards for Sundown Salute for July 3-7, 2012 in Heritage Park.

- i. The consideration and approval of the street closure and noise waiver for the Juneteenth Celebration on June 9, 2012 in Heritage Park.

4. SPECIAL PRESENTATIONS:

- a. A presentation on the status of the Dick Edwards TIF. City Attorney Logan presenting.
- b. City Manager Budget introduction presentation. City Manager Vernon presenting.

5. UNFINISHED BUSINESS:

- a. Consideration of Ordinance S-3107 a request from John York, agent, on behalf of Sally Jardine, owner, to rezone from "CSP" Special Commercial District to "RM" Multiple Family Residential District the property located at 701 Allen Drive. Planning & Zoning Director Yearout presenting (Final Reading).
- b. Consideration Ordinance S-3108 a request of David Mulvey, agent for Konza Investments, Inc., owner, requesting a Special Use Permit to allow the establishment of a motor vehicle towing, storage, repair and related activities. Planning & Zoning Administrator Yearout presenting (Final Reading).

6. NEW BUSINESS:

- a. Consideration of health insurance award of bid. Finance Director Beatty presenting.
- b. Consideration and approval of R-2682 Paid Time Off Policy. Finance Director Beatty presenting.
- c. Consideration and approval of an amendment for contract for services for Public Works operations. Municipal Services Director McCaffery presenting.
- d. Consideration of award of contract for the lease/purchase for 2012 capital equipment purchases. Finance Director Beatty presenting.
- e. Consideration of Ordinance G-1113 to amend the Junction City Zoning Regulations by eliminating the category of Family Day Care Home and making a Day Care Home a permitted use in certain residential districts. Planning & Zoning Administrator Yearout presenting (First Reading).
- f. Consideration of Ordinance S-3109 a request from Ron and Rebecca Bramlage, owner, requesting to rezone from "CR" Restricted Commercial District to "CSR" Service Commercial Restricted District the property located at the northwest

corner of Ash Street and Eisenhower Street, Junction City, Kansas. Planning & Zoning Director Yearout presenting (First Reading).

g. Consideration of Ordinance S-3110 to rezone the non-commercial properties on the south side of 8th Street either side of Eisenhower Street in Junction City, Kansas, from “CSP” Special Commercial District to “RM” Multiple Family Residential District. Planning & Zoning Director Yearout presenting (First Reading).

h. Consideration of Ordinance S-3111 a request of Audrey Vieux, owner, requesting a Special Use Permit on property zoned “RS” Suburban Residential District to allow massage therapy and personal fitness training at 222 Caroline Court. Planning & Zoning Administrator Yearout presenting (First Reading).

i. Consideration of Vacation Order for Case No. VC-05-02-12, a petition of Kaw Valley Engineering, Agent, on behalf of James D. Sampson, owner, requesting the vacation of the platted cross access easement in Sampson’s 2nd Addition to Junction City, Kansas. Planning & Zoning Director Yearout presenting.

j. Consideration of Vacation Order for Case No. VC-05-01-12, a petition of Kaw Valley Engineering, Agent, on behalf of Hickory Hills Residences I, L.C., by A&S/HHC, LLC. Planning & Zoning Director Yearout presenting.

7. COMMISSIONER COMMENTS:

8. STAFF COMMENTS:

9. ADJOURNMENT:

Backup material for agenda item:

- a. .Consideration of Appropriation Ordinance A-11 2012 dated May 8th –May 29th 2012 in the amount of \$620,370.86

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|------------------|--------------|--|---------|-----------------------------|-----------|
| NON-DEPARTMENTAL | GENERAL FUND | LOYAL AMERICAN LIFE INSURANCE COMPANY | 5/04/12 | CANCER PLAN | 475.09 |
| | | | 5/18/12 | CANCER PLAN | 475.09 |
| | | FAMILY SUPPORT PAYMENT CENTER (MISSOUR | 5/16/12 | MACSS #41061331/ CV103-753 | 154.85 |
| | | INTERNAL REVENUE SERVICE | 5/16/12 | FEDERAL WITHHOLDING | 25,894.29 |
| | | | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 3,132.98 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 3,178.18 |
| | | ING LIFE INSURANCE & ANNUITY COMPANY | 5/16/12 | ING | 3,027.66 |
| | | AMERICAN UNITED LIFE INSURANCE COMPANY | 5/04/12 | AMERICAN UNITED LIFE | 607.45 |
| | | | 5/18/12 | AMERICAN UNITED LIFE | 594.71 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CRDOSS BLUE SHIELD | 856.48 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 750.96 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 1,267.26 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 2,905.40 |
| | | JUNCTION CITY FIREFIGHTERS AID ASSOCIA | 5/18/12 | FIREFIGHTERS AID ASSOCIATI | 110.00 |
| | | SHEA, CARVER & BLANTON | 5/16/12 | SHEA, CARVER & BLANTON | 65.39 |
| | | CONTINENTAL AMERICAN INSURANCE COMPANY | 5/04/12 | CAIC | 105.22 |
| | | | 5/18/12 | CAIC | 105.22 |
| | | CITY OF JUNCTION CITY | 5/04/12 | CITY OF JUNCTION CITY (G-F | 46.50 |
| | | | 5/18/12 | CITY OF JUNCTION CITY (G-F | 43.20 |
| | | | 5/04/12 | TELEPHONE REIMBURSEMENT | 25.50 |
| | | | 5/18/12 | TELEPHONE REIMBURSEMENT | 25.50 |
| | | | 5/04/12 | TELEPHONE REIMBURSEMENT | 136.01 |
| | | | 5/04/12 | TELEPHONE REIMBURSEMENT | 4.46- |
| | | | 5/18/12 | TELEPHONE REIMBURSEMENT | 131.55 |
| | | CREDIT MANAGEMENT SERVICES INC | 5/16/12 | GARNISHMENT | 136.43 |
| | | KANSAS PAYMENT CENTER | 5/16/12 | GARNISHMENT | 484.72 |
| | | | 5/16/12 | KANSAS PAYMENT CENTER | 851.24 |
| | | COLONIAL SUPPLEMENTAL INSURANCE | 5/04/12 | COLONIAL INSURANCE | 13.00 |
| | | | 5/18/12 | COLONIAL INSURANCE | 13.00 |
| | | | 5/04/12 | COLONIAL INSURANCE | 16.90 |
| | | | 5/18/12 | COLONIAL INSURANCE | 16.90 |
| | | BERMAN & RABIN, P. A | 5/16/12 | 09LM125 | 352.43 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 638.85 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 638.85 |
| | | FIREMEN'S RELIEF ASSOCIATION | 5/18/12 | FIREMANS RELIEF | 195.36 |
| | | JUNCTION CITY FIRE FIGHTERS ASSOCIATIO | 5/18/12 | I.A.F.F. LOCAL 3309 | 945.00 |
| | | JUNCTION CITY POLICE | 5/18/12 | JCPOA | 686.90 |
| | | KANSAS DEPT OF REVENUE | 5/16/12 | STATE WITHHOLDING | 10,055.40 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 1,746.60 |
| | | | 5/16/12 | KP&F | 11,691.91 |
| | | | 5/16/12 | KPERS #2 | 1,106.43 |
| | | POLICE & FIREMEN'S | 5/04/12 | POLICE & FIRE INSURANCE | 1,163.29 |
| | | | 5/18/12 | POLICE & FIRE INSURANCE | 1,163.29 |
| | | FLEXIBLE SPENDING ACCOUNT #41807030 | 5/16/12 | FIRST STATE BANK | 1,766.53 |
| | | MONTGOMERY COMMUNICATIONS INC | 5/24/12 | R-2661 DICK EDWARDS TIF | 231.40 |
| | | NATHAN DIXON | 5/15/12 | ING-REFUND-TERMINATION-OVR | 50.00 |
| | | AMERICAN FAMILY LIFE ASSURANCE COMPANY | 5/04/12 | AFLAC | 902.13 |
| | | | 5/18/12 | AFLAC | 887.18 |
| | | ROLLING MEADOWS GOLF COURSE | 5/16/12 | ROLLING MEADOWS GOLF COURS | 41.66 |
| | | UNITED WAY OF JUNCTION CITY-GEARY COUN | 5/16/12 | UNITED WAY | 240.60 |
| | | | | TOTAL: | 80,146.03 |
| GENERAL FUND | GENERAL FUND | SUCCESS EXPRESS | 5/23/12 | APP-RODRIGUEZ-LICENSE REFU | 25.00 |
| | | | 5/23/12 | APP-STUCKEY-LICENSE REFUND | 25.00 |
| | | | 5/23/12 | APP-JENNINGS-LICENSE REFUND | 25.00 |
| | | | 5/23/12 | APP-BUFFER-LICENSE REFUND | 25.00 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|---------------------|--------------|--|---------|------------------------------|-----------|
| | | | 5/23/12 | APP-GEORGE-LICENSE REFUND | 25.00 |
| | | | 5/23/12 | APP-LENOVER-LICENSE REFUND | 25.00 |
| | | | 5/23/12 | APP-SCHAEFFER-LICENSE REFUND | 25.00 |
| | | | 5/23/12 | APP-ALDRIDGE-LICENSE REFUND | 25.00 |
| | | | 5/23/12 | APP-BROWN-LICENSE REFUND | 25.00 |
| | | | 5/23/12 | APP-MAGANA-LICENSE REFUND | 25.00 |
| | | | 5/23/12 | APP-CLARK-LICENSE REFUND | 25.00 |
| | | PENNY NELSON | 5/24/12 | GYM DEPOSIT-REFUND-052012 | 100.00 |
| | | SHATREECE GUTHRIE | 5/24/12 | HAMMOND PARK-RNTL-REFUND | 30.00 |
| | | GEARY COUNTY CONVENTION & VISITORS BUR | 5/24/12 | GYM DEPOSIT REFUND-FISH TO | 100.00 |
| | | GEARY COUNTY PUBLIC WORKS | 5/18/12 | ADMIN-ST/MP/SW/BLD M/SAN-J | 11,336.68 |
| | | | | TOTAL: | 11,841.68 |
| INFORMATION SYSTEMS | GENERAL FUND | CDW GOVERNMENT INC | 5/21/12 | Office 2010 PRO | 696.08 |
| | | | 5/21/12 | Router - DFW | 439.31 |
| | | TELEPLUS SOLUTIONS | 5/15/12 | Eliminate Taxes - Cox Bill | 4.63 |
| | | | 5/15/12 | Restrict 3rd Party 238-899 | 19.98 |
| | | INCODE | 5/16/12 | Web Publishing Fees | 200.00 |
| | | CARD CENTER | 4/30/12 | Phone Lines - Cox | 26.25 |
| | | | 4/30/12 | Channel 3 Digital Music | 34.73 |
| | | | 4/30/12 | GESO - Computer (Vault 32 | 646.43 |
| | | | 4/30/12 | .GOV Annual Registration | 125.00 |
| | | | 4/30/12 | USB Drive - Channel 3 | 129.99 |
| | | | | TOTAL: | 2,322.40 |
| ADMINISTRATION | GENERAL FUND | INTERNAL REVENUE SERVICE | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 590.00 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 137.98 |
| | | ING LIFE INSURANCE & ANNUITY COMPANY | 5/16/12 | ING | 334.62 |
| | | GEARY COUNTY HEALTH DEPT. | 5/24/12 | 2ND QTR DISTN 2012 | 40,982.25 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 393.95 |
| | | CDW GOVERNMENT INC | 5/21/12 | Office 2010 Standard | 1,529.34 |
| | | TELEPLUS SOLUTIONS | 5/15/12 | Lower Rates / Switch to Co | 451.11 |
| | | | 5/15/12 | Eliminate Taxes - NexTech | 11.49 |
| | | | 5/15/12 | Cell Phone Zero Usage | 25.10 |
| | | | 5/15/12 | CXl Txt MSG 223-7396 | 2.48 |
| | | | 5/15/12 | Cancel Line RNA - 238-1092 | 20.78 |
| | | STAPLES ADVANTAGE | 5/14/12 | MINIMUM ORDER CREDIT | 5.00- |
| | | | 5/14/12 | CM-ENTERED INCORRECTLY | 5.00- |
| | | | 5/14/12 | MINIMUM ORDER CREDIT | 5.00- |
| | | | 5/14/12 | CM-ENTERED INCORRECTLY | 5.00- |
| | | | 5/14/12 | CREDIT FOLDER/PICK UP/NO R | 45.89- |
| | | | 5/14/12 | CM entered incorrectly and | 49.89- |
| | | | 5/21/12 | BOXES, PENCIL, PENS, MAT, | 49.53 |
| | | | 5/21/12 | POST IT | 2.46 |
| | | SEMINOLE ENERGY SERVICES, LLC | 5/18/12 | 700 N JEFF-GAS-APRIL 2012 | 159.25 |
| | | AGENDAPAL CORPORATION | 5/15/12 | Agenda Pal | 449.00 |
| | | ETC INSTITUTE | 5/16/12 | RESIDENT SURVEY | 5,000.00 |
| | | MIZE & HOUSER COMPANY | 5/14/12 | AUDIT FIN STMTS YR END 12/ | 1,050.00 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 29.00 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 29.00 |
| | | IPMA-HR, KS (DORIS QUEEN, TREASURER) | 5/25/12 | MBRSHIP 7/1/12 TO 6/30/13 | 60.00 |
| | | KANSAS GAS SERVICE | 5/29/12 | 133 W 7TH-MAY 2012 | 30.13 |
| | | | 5/18/12 | 700 N JEFFERSON-APR 2012 | 52.55 |
| | | | 5/07/12 | 701 N JEFFERSON-EDC | 37.01 |
| | | WESTAR ENERGY | 5/18/12 | 601 E CHESTNUT-APRIL 2012 | 286.04 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 49.99- |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|----------------------|--------------|------------------------------|---------|----------------------------|-----------|
| | | | 5/16/12 | KPERS #1 | 366.91 |
| | | | 5/16/12 | KPERS #2 | 35.40- |
| | | | 5/16/12 | KPERS #2 | 259.88 |
| | | MILITARY AFFAIRS COUNCIL | 5/11/12 | 2012 CONTRIBUTION | 20,000.00 |
| | | CARD CENTER | 5/07/12 | ALLIANCE INNOVA.CLASS/SUCC | 49.00 |
| | | | 5/15/12 | WALMART-WTR/SODA/PITCHER | 47.39 |
| | | | 4/30/12 | TValue Amortization Softwa | 256.00 |
| | | | 4/30/12 | Phone Lines - Cox | 103.46 |
| | | | 4/30/12 | Chamber - Phone Lines - Co | 36.44 |
| | | | 4/30/12 | EDC - Phone Lines - Cox | 56.83 |
| | | | 5/21/12 | 3 RIVERS ENG-NAME TAGS | 60.00 |
| | | | 5/07/12 | NAPOLI'S-BUSINES LUNCH | 40.89 |
| | | | 5/07/12 | COURYARD MARRIOTT-ROTARY | 22.00 |
| | | | 5/07/12 | COURYARD MARRIOTT-ROTARY | 11.00 |
| | | | 5/07/12 | WESTIN-LOCAL GOV CONFERENC | 321.41 |
| | | | 5/07/12 | HILTON HOTELS-LOCAL GOV CO | 131.94 |
| | | | 5/07/12 | COURTYARD MARRIOTT-ROTARY | 11.00 |
| | | | 5/07/12 | OCHOS RIOS CARRIBEAN-BUS L | 25.70 |
| | | CARDINAL INSURANCE | 5/15/12 | ANNUAL POLICY SERVICE FEE | 18,368.00 |
| | | LATHROP & GAGE LLP | 5/21/12 | GEN LABOR & EMPLOYMENT IS | 931.50 |
| | | THREE RIVERS ENGRAVING | 5/18/12 | NAME TAGS | 60.00 |
| | | WEST PAYMENT CENTER | 5/18/12 | APRIL 1-APRIL 30 2012 | 171.42 |
| | | | | TOTAL: | 92,842.67 |
| BUILDING MAINTENANCE | GENERAL FUND | CARD CENTER | 5/07/12 | SEARS-VACUUM NOZZEL/ASSEMB | 31.48 |
| | | SHERWIN WILLIAMS | 5/21/12 | 1 GAL WOOL SKEIN PAINT | 50.66 |
| | | | | TOTAL: | 82.14 |
| PARKS | GENERAL FUND | INTERNAL REVENUE SERVICE | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 571.12 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 133.58 |
| | | GAME TIME ATHLETICS | 5/18/12 | FERT/ABERATION | 3,067.00 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CRDOSS BLUE SHIELD | 148.66 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 29.73 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 743.30 |
| | | TELEPLUS SOLUTIONS | 5/15/12 | Cancel 3 Way Calling 238-1 | 2.63 |
| | | C & M LAWN SERVICES | 5/20/12 | 5/13 - 5/19 MOWING | 2,746.00 |
| | | | 5/07/12 | 4/29 - 5/12 MOWING | 2,746.00 |
| | | | 5/07/12 | 5/6 - 5/12 MOWING | 2,630.00 |
| | | TRUGREEN | 4/18/12 | 5 APP FERT SERVICE | 1,784.00 |
| | | | 4/20/12 | 2 APP FERT SERVICE | 3,191.25 |
| | | DAVE'S ELECTRIC, INC. | 5/14/12 | LABOR REPAIR BATTING CAGES | 52.00 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 47.52 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 47.52 |
| | | | 5/04/12 | DELTA DENTAL OF KANSAS | 43.76 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 43.76 |
| | | GEARY COUNTY PUBLIC WORKS | 5/18/12 | PARKS-UNLEADED | 1,017.38 |
| | | | 5/18/12 | PARKS-DIESEL | 54.90 |
| | | | 5/18/12 | PARKS-FUEL CHARGE-309. GAL | 15.49 |
| | | SECURITY SOLUTIONS INC | 5/11/12 | 12TH STREET COMMUNITY CNTR | 18.00 |
| | | KEY OFFICE EQUIPMENT | 5/14/12 | TIME CARDS | 32.97 |
| | | KANSAS GAS SERVICE | 5/07/12 | 2370 N JACKSON | 49.32 |
| | | | 5/07/12 | 1017 1/2 W 5TH ST | 27.50 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 62.37- |
| | | | 5/16/12 | KPERS #1 | 455.49 |
| | | | 5/16/12 | KPERS #2 | 20.43- |
| | | | 5/16/12 | KPERS #2 | 154.83 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|---------------|--------------|--------------------------|---------|----------------------------|-----------|
| | | NEX-TECH | 5/23/12 | PARKS | 2.26 |
| | | CARD CENTER | 5/14/12 | DRILL BITS SCREW SETTER | 7.28 |
| | | | 5/14/12 | TIRE REPLACEMENT GATOR 144 | 94.51 |
| | | | 5/14/12 | NUTSEDGE CONTROL | 191.40 |
| | | | 5/14/12 | MULCH | 252.23 |
| | | | 5/14/12 | SHRINK TUBE, SPRAYER, BATT | 108.77 |
| | | | 5/14/12 | WATERING CAN | 4.99 |
| | | | 5/14/12 | PUMP RENTAL | 39.38 |
| | | | 5/14/12 | PUMP RENTAL DEPOSIT REFUND | 15.75- |
| | | | 5/14/12 | TRANSFER PUMP TK 661 | 29.52 |
| | | | 5/14/12 | REPLACE TRANF PUMP TK 661 | 303.28 |
| | | | 5/14/12 | CLEARY IRRIGATION | 2.99 |
| | | | 5/14/12 | TOOLS | 75.97 |
| | | | 5/14/12 | BATTERY FOR SPRAYER | 123.89 |
| | | | 5/14/12 | DUCT TAPE, FENCT POST ELEC | 16.88 |
| | | | 5/14/12 | MISC BOLTS AND SCREWS | 2.48 |
| | | | 5/14/12 | DOOR CLOSER | 60.99 |
| | | | 5/14/12 | MOWER BLADE | 14.99 |
| | | | 5/14/12 | CLEANING SUPPLIES | 49.60 |
| | | | 5/14/12 | FOOD/ EARTHDAY | 113.93 |
| | | | 5/14/12 | GASKETS | 48.45 |
| | | | 5/14/12 | IRRIGATION/PLICE DEPT | 4.97 |
| | | SMALL'S PLUMBING | 4/30/12 | BRMLAGE BATHROOM | 156.53 |
| | | | 4/30/12 | BRAMLAGE BATHROOM LABOR | 60.00 |
| | | ROTHWELL LANDSCAPE INC | 5/07/12 | POOL VALVE REPLACED/LABOR | 104.00 |
| | | | 5/07/12 | POOL VALVE REPLACED | 38.05 |
| | | | 5/10/12 | CHESTNUT ST IRRIGATION | 125.00 |
| | | | 5/10/12 | CHESTNUT ST IRRIGATION | 301.85 |
| | | | 5/10/12 | POLICE DEPT IRRIGATION | 54.00 |
| | | | 5/10/12 | POLICE DEPT IRRIGATION | 68.93 |
| | | | 5/10/12 | 9TH & WASHINGTON IRRIGATIO | 54.00 |
| | | | 5/10/12 | 9TH & WASHINGTON IRRIGATIO | 15.95 |
| | | | 5/16/12 | IRRIGATION/CHESTNUT ST | 308.00 |
| | | | 5/16/12 | IRRIGATION/CHESTNUT ST | 496.52 |
| | | | 5/23/12 | MONTGOMERY PLAZA | 13.21 |
| | | | 5/23/12 | MONTGOMERY PLAZA/LABOR | 53.75 |
| | | | | TOTAL: | 23,153.71 |
| SWIMMING POOL | GENERAL FUND | INTERNAL REVENUE SERVICE | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 10.85 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 2.54 |
| | | SIERRA CARL | 5/04/12 | WELLNESS FAIR 2012-REFUND | 43.95 |
| | | DAVE'S ELECTRIC, INC. | 5/04/12 | POOL SUMP PUMP LABOR | 208.00 |
| | | | 5/04/12 | POOL SUMP PUMP | 27.60 |
| | | EAE ENTERPRISES | 5/22/12 | UNIFORM T SHIRTS | 834.60 |
| | | SECURITY SOLUTIONS INC | 5/14/12 | ALARM CITY POOL-1017 W 5TH | 15.00 |
| | | | 5/23/12 | REPLACE FT CAMERA,WATER PA | 655.00 |
| | | KANSAS GAS SERVICE | 5/07/12 | 1017 W 5TH | 27.50 |
| | | CARD CENTER | 4/30/12 | Pool - Internet Connection | 64.95 |
| | | | 5/14/12 | PUMP TO DRAIN POOL | 605.00 |
| | | | 5/14/12 | MISC BOLTS AND SCREWS | 9.76 |
| | | UNITED INDUSTRIES | 5/29/12 | CHLORINE FOR POOL | 9,676.24 |
| | | | | TOTAL: | 12,180.99 |
| AIRPORT | GENERAL FUND | KANSAS AIR CENTER | 5/14/12 | MAY 2012-MONTH CONTRACT | 1,833.33 |
| | | KANSAS GAS SERVICE | 5/07/12 | AIRPORT MAINTENANCE BLDG | 32.62 |
| | | CARD CENTER | 4/30/12 | Airport - Internet Connect | 59.95 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|-------------|--------------|------------------------------|---------|----------------------------|----------|
| | | CARDINAL INSURANCE | 5/15/12 | POLICY RENEWAL | 3,000.00 |
| | | | | TOTAL: | 4,925.90 |
| GOLF COURSE | GENERAL FUND | INTERNAL REVENUE SERVICE | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 507.19 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 118.63 |
| | | RMI | 4/04/12 | CART BATTERY TEST | 100.00 |
| | | | 5/20/12 | GOLF CART BATTERIES | 580.00 |
| | | | 5/18/12 | GOLF CART BATTERIES | 580.00 |
| | | | 5/22/12 | GOLF CART SWITCH ASSEMBLY | 88.39 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 297.32 |
| | | BROOK'S YAMAHA | 5/16/12 | RESTOCK/FREIGHT | 115.96 |
| | | REGELMAN LIQUOR STORE | 5/16/12 | BEER SUPPLIES | 121.90 |
| | | | 5/18/12 | BEER SUPPLIES | 29.95 |
| | | PING | 5/16/12 | SPECIAL ORDER MERCH | 50.39 |
| | | WINFIELD SOLUTIONS LLC | 5/16/12 | WS GOLD / AS GAINER | 6,300.12 |
| | | | 5/16/12 | AS GAINER CREDIT INVOICE | 6,000.12 |
| | | | 5/22/12 | WS GOLD | 325.90 |
| | | AGRIUM ADVANCED TECHNOLOGIES | 5/22/12 | LPI ALPHANOVA 04-00-02 SOL | 124.88 |
| | | CROWN DISTRIBUTORS, INC. | 5/16/12 | BEER SUPPLIES | 171.07 |
| | | | 5/16/12 | BEER SUPPLIES | 277.99 |
| | | | 5/24/12 | BEER SUPPLIES | 277.99 |
| | | DS&O RURAL ELECTRIC | 5/18/12 | GOLF CLUB HOUSE | 1,166.06 |
| | | | 5/18/12 | GOLF COURSE | 1,782.85 |
| | | | 5/18/12 | GOLF COURSE-CART SHED | 166.47 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 21.60 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 21.60 |
| | | | 5/04/12 | DELTA DENTAL OF KANSAS | 21.88 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 21.88 |
| | | FLINT HILLS BEVERAGE LLC | 5/16/12 | BEER SUPPLIES | 254.61 |
| | | | 5/18/12 | BEER SUPPLIES | 347.54 |
| | | | 5/24/12 | BEER SUPPLIES | 177.92 |
| | | HELENA CHEMICAL COMPANY | 5/16/12 | RENOVA /CORON PLUS | 465.00 |
| | | SECURITY SOLUTIONS INC | 5/16/12 | SECURITY MAINT/MONITORING | 79.00 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 22.69 |
| | | | 5/16/12 | KPERS #1 | 143.46 |
| | | | 5/16/12 | KPERS #2 | 28.03 |
| | | | 5/16/12 | KPERS #2 | 246.66 |
| | | NCKCN.COM | 5/16/12 | VIRTUAL DOMAIN | 10.00 |
| | | NEX-TECH | 5/23/12 | GOLF COURSE | 13.08 |
| | | SNACK EXPRESS | 5/16/12 | FOOD / VENDING SUPPLIES | 128.05 |
| | | | 5/16/12 | FOOD / VENDING SUPPLIES | 158.00 |
| | | | 5/16/12 | FOOD / VENDING SUPPLIES | 61.75 |
| | | | 5/16/12 | FOOD / VENDING SUPPLIES | 190.00 |
| | | | 5/24/12 | FOOD / VENDING SUPPLIES | 171.60 |
| | | | 5/24/12 | FOOD / VENDING SUPPLIES | 182.00 |
| | | CARD CENTER | 5/20/12 | CREDIT CARD PURCHASES | 660.00 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 33.38 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 11.77 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 5.80 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 37.83 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 19.95 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 14.67 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 12.80 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 51.98 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 55.96 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 9.19 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|------------|--------------|------------------------------|---------|----------------------------|-----------|
| | | | 5/20/12 | CREDIT CARD PURCHASES | 19.98 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 73.35 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 2.79 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 34.90 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 19.05 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 701.61 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 20.46 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 60.18 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 8.99 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 18.20 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 35.84 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 5.94 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 32.88 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 13.02 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 75.02 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 28.93 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 43.84 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 43.84 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 83.61 |
| | | | 5/20/12 | CREDIT CARD PURCHASES | 12.96 |
| | | CARDINAL INSURANCE | 5/15/12 | POLICY RENEWAL | 2,500.00 |
| | | CLEVELAND GOLF/SRIXON | 5/16/12 | SPECIAL ORDER MERCH | 111.27 |
| | | SAM'S CLUB | 5/23/12 | FOOD-SAMS CLUB | 61.34 |
| | | | 5/23/12 | VENDING-SAMS CLUB | 100.15 |
| | | | 5/23/12 | SUPPLIES-SAMS CLUB | 51.93 |
| | | | 5/23/12 | KITCHEN SUPPLIES-SAMS CLUB | 40.12 |
| | | TEXOMA GOLF INC | 5/25/12 | SPECIAL ORDER MERCH | 64.88 |
| | | | 5/16/12 | SPECIAL ORDER MERCH | 64.78 |
| | | TIELKE ENTERPRISE, LLC | 5/16/12 | FOOD SUPPLIES | 77.44 |
| | | | 5/16/12 | FOOD SUPPLIES | 93.20 |
| | | | 5/22/12 | SANDWICHES | 103.87 |
| | | | | TOTAL: | 15,165.55 |
| AMBULANCE | GENERAL FUND | INTERNAL REVENUE SERVICE | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 47.27 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 221.20 |
| | | JEREMY SUTTON | 5/14/12 | 2012 UNIFORM ALLOWANCE | 100.00 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 148.66 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 1,068.16 |
| | | OCCUPATIONAL HEALTH CLINIC | 5/01/12 | EMPLOYMENT PHYSICAL/FARR | 127.00 |
| | | KA-COMM | 5/24/12 | SERVICE CONTRACT/MAINT AMB | 173.50 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 112.00 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 112.00 |
| | | | 5/04/12 | DELTA DENTAL OF KANSAS | 43.76 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 43.76 |
| | | GEARY COUNTY PUBLIC WORKS | 5/02/12 | DIESEL FUEL - AMBULANCE | 2,671.03 |
| | | KANSAS GAS SERVICE | 5/18/12 | 700 N JEFFERSON-JAN 2012 | 52.54 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 8.34 |
| | | | 5/16/12 | KPERS #1 | 61.20 |
| | | | 5/16/12 | KP&F | 3,034.02 |
| | | NEX-TECH | 5/23/12 | AMBULANCE | 2.83 |
| | | CARD CENTER | 5/10/12 | KOLLING/MEDICAL SUPPLIES | 13.13 |
| | | | 5/10/12 | KOLLING/MEDICAL SUPPLIES | 239.14 |
| | | | 4/30/12 | Phone Lines - Cox (50%) | 46.63 |
| | | | 4/30/12 | Fire #2 Internet Connect - | 62.48 |
| | | | 5/10/12 | AIRGAS/MEDICAL OXYGEN | 63.13 |
| | | | 5/10/12 | AIRGAS/MEDICAL OXYGEN | 102.13 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|------------------------|--------------|-------------------------------|---------|----------------------------|-----------|
| | | | 5/10/12 | MOOREMEDICAL/MEDICAL SUPPL | 95.95 |
| | | | 5/10/12 | ZOLL/MEDICAL SUPPLIES | 284.80 |
| | | | 5/10/12 | ZOLL/MEDICAL SUPPLIES | 344.00 |
| | | | 5/10/12 | DON'STIRE/FRONT END ALIGNM | 80.00 |
| | | | 5/10/12 | KOLLING/MEDICAL SUPPLIES | 203.10 |
| | | | 5/10/12 | KOLLING/MEDICAL SUPPLIES | 119.57 |
| | | | 5/10/12 | VIDACARE/MEDICAL SUPPLIES | 999.59 |
| | | | 5/10/12 | YOURAUTO/BALL JOINTS MED 4 | 324.50 |
| | | | 5/10/12 | YOURAUTO/BALL JOINTS MED 4 | 760.08 |
| | | | 5/10/12 | KSBEMS/LICENSING FOR 2012 | 260.00 |
| | | | 5/10/12 | KEMSA/EMT I PATCHES | 150.00 |
| | | | 5/10/12 | LONGMCARTHUR/VOLTAGE MED 4 | 556.67 |
| | | | 5/10/12 | LONGMCARTHUR/VOLTAGE MED 4 | 376.86 |
| | | | 5/10/12 | LONGMCARTHUR/CREDIT TAX | 70.75- |
| | | CARDINAL INSURANCE | 5/15/12 | POLICY RENEWAL | 8,510.00 |
| | | | | TOTAL: | 21,531.60 |
| ANIMAL SHELTER | GENERAL FUND | GEARY COUNTY CLERK | 5/24/12 | APR 2012-ANIMAL SHELTER FE | 7,082.05 |
| | | | | TOTAL: | 7,082.05 |
| COUNTY/INS ZONING SVCS | GENERAL FUND | CENTURY UNITED COMPANIES, INC | 5/16/12 | Annual Copier Usage Charge | 190.53 |
| | | KEY OFFICE EQUIPMENT | 5/15/12 | DIVIDERS 8 TAB | 78.50 |
| | | CARD CENTER | 4/30/12 | Phone Lines - Cox | 24.40 |
| | | | 4/30/12 | APA ANCILLARY-MEMBERSHIP | 245.00 |
| | | | 4/30/12 | PAOLA INN & SUITES-TRAVEL | 80.15 |
| | | | | TOTAL: | 618.58 |
| ENGINEERING | GENERAL FUND | INTERNAL REVENUE SERVICE | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 105.20 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 24.61 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 199.20 |
| | | CDW GOVERNMENT INC | 5/21/12 | Computer | 2,855.52 |
| | | | 5/21/12 | Memory Upgrade - 4GB | 177.24 |
| | | CENTURY UNITED COMPANIES, INC | 5/16/12 | Annual Copier Usage Charge | 190.52 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 28.94 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 28.94 |
| | | GEARY COUNTY PUBLIC WORKS | 5/02/12 | 747 SORT 1 | 49.56 |
| | | | 5/02/12 | FUEL SURCHARGE | 0.70 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 13.14- |
| | | | 5/16/12 | KPERS #1 | 96.44 |
| | | | 5/16/12 | KPERS #2 | 4.97- |
| | | | 5/16/12 | KPERS #2 | 36.48 |
| | | CARD CENTER | 4/30/12 | Phone Lines - Cox | 54.97 |
| | | | | TOTAL: | 3,830.21 |
| CODES ENFORCEMENT | GENERAL FUND | INTERNAL REVENUE SERVICE | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 207.67 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 48.58 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 148.66 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 222.99 |
| | | CDW GOVERNMENT INC | 5/21/12 | Computer | 1,903.68 |
| | | CENTURY UNITED COMPANIES, INC | 5/16/12 | Annual Copier Usage Charge | 190.52 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 54.00 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 54.00 |
| | | F & R SERVICES | 5/08/12 | 18 BLIGHTS @ \$70 = \$1260 | 1,260.00 |
| | | | 5/10/12 | 417 W 1ST ST | 70.00 |
| | | | 5/10/12 | 811 W 5TH ST | 70.00 |
| | | | 5/10/12 | 739 W 11TH ST | 70.00 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|------------|--------------|---------------------------------|---------|----------------------------|----------|
| | | | 5/10/12 | 1315 N EISENHOWER DR | 70.00 |
| | | | 5/10/12 | 538 W 12TH ST | 70.00 |
| | | | 5/10/12 | 139 E 11TH ST | 70.00 |
| | | | 5/10/12 | 225 E 12TH ST | 70.00 |
| | | | 5/10/12 | 1221 W 20TH ST | 70.00 |
| | | | 5/10/12 | 1901 THOMPSON DR | 70.00 |
| | | | 5/10/12 | 812 WHEATLAND | 70.00 |
| | | | 5/10/12 | 1308 FOGARTY | 70.00 |
| | | GEARY COUNTY PUBLIC WORKS | 5/02/12 | 726- Sort 1 | 147.29 |
| | | | 5/02/12 | 726- Sort 2 | 147.15 |
| | | | 5/02/12 | 722- Sort 1 | 173.68 |
| | | | 5/02/12 | 722- Sort 2 | 95.58 |
| | | | 5/02/12 | FUEL SURCHARGE | 8.30 |
| | | HAROLD GLESSNER DIRT CON. | 5/10/12 | DEMO HOUSE AT 139 E 11TH S | 1,340.00 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 39.03- |
| | | | 5/16/12 | KPERS #1 | 286.59 |
| | | CARD CENTER | 4/30/12 | Phone Lines - Cox | 44.78 |
| | | | | TOTAL: | 7,064.44 |
| POLICE | GENERAL FUND | INTERNAL REVENUE SERVICE | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 509.02 |
| | | | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 1,112.31 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 1,160.41 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 294.55 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CRDOSS BLUE SHIELD | 148.66 |
| | | | 5/16/12 | BLUE CRDOSS BLUE SHIELD | 148.66 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 408.81 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 37.17 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 3,931.50 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 891.97 |
| | | TELEPLUS SOLUTIONS | 5/15/12 | Cancel Line RNA 762-2987 | 10.72 |
| | | | 5/15/12 | Cancel Line RNA 762-2987 | 10.72 |
| | | | 5/15/12 | Cancel Line RNA 762-4111 | 24.25 |
| | | | 5/15/12 | Cancel Line RNA 762-4111 | 24.25 |
| | | | 5/15/12 | Cancel Line RNA 238-4272 | 10.97 |
| | | | 5/15/12 | Cancel Line RNA 238-4272 | 10.97 |
| | | | 5/15/12 | Cancel Line RNA 238-4288 | 10.97 |
| | | | 5/15/12 | Cancel Line RNA - 238-4288 | 10.97 |
| | | | 5/15/12 | Cancel Line RNA - 762-8664 | 11.03 |
| | | | 5/15/12 | Cancel Line RNA - 762-8664 | 11.02 |
| | | | 5/15/12 | Cancel - ISDN line 238-169 | 19.63 |
| | | | 5/15/12 | Cancel ISDN Line 238-1697 | 19.64 |
| | | STAPLES ADVANTAGE | 5/29/12 | 3175029075 TPAPER, PAPER T | 96.16 |
| | | | 5/29/12 | 3175029076 TPAPER | 50.92 |
| | | TRAVELERS | 5/08/12 | POLICE BRUTALITY CASE | 1,467.70 |
| | | TOM HARMON | 5/23/12 | 2012 EQUIPMENT ALLOWANCE | 200.00 |
| | | CHIEF LAW ENFORCEMENT SUPPLY | 5/29/12 | 477496 COLLAR BRASS | 49.73 |
| | | | 5/21/12 | 486653 COLLAR BRASS | 290.59 |
| | | CONTINENTAL PROFESSIONAL LANDRY | 5/29/12 | UNIFORM CLEANING | 2,012.80 |
| | | KA-COMM | 5/21/12 | 108013 DATA BACKBONE SYSTE | 150.00 |
| | | | 5/21/12 | 108013 DATA BACKBONE SYSTE | 150.00 |
| | | | 5/21/12 | 108160 RADAR REPAIR UNIT 2 | 240.50 |
| | | | 5/21/12 | 108186 LED PUSH BUMPER #21 | 269.75 |
| | | | 5/24/12 | SERVICE CONTRACT/MAINT POL | 188.50 |
| | | | 5/24/12 | SERVICE CONTRACT/MAINT POL | 188.50 |
| | | | 5/23/12 | 108274 AUDIO TUBE | 7.74 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 502.39 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|------------|------|---------------------------|---------|----------------------------|-----------|
| | | | 5/04/12 | DELTA DENTAL OF KANSAS | 142.15 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 502.20 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 142.34 |
| | | | 5/04/12 | DELTA DENTAL OF KANSAS | 243.41 |
| | | | 5/04/12 | DELTA DENTAL OF KANSAS | 84.79 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 242.82 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 73.85 |
| | | FOXY'S BODY SHOP | 5/22/12 | 2847 WINDOW REGULATOR #224 | 232.32 |
| | | GEARY COUNTY PUBLIC WORKS | 5/17/12 | PD FUEL APRIL 2012 | 9,517.72 |
| | | TELVENT DTN | 5/10/12 | 3715032 WEATHER RADAR | 141.00 |
| | | MICHAEL L. JEFFERSON | 5/21/12 | 2012 EQUIPMENT ALLOWANCE | 200.00 |
| | | KANSAS GAS SERVICE | 5/07/12 | 312 E 9TH | 39.20 |
| | | | 5/07/12 | 210 E 9TH | 129.10 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 71.16- |
| | | | 5/16/12 | KPERS #1 | 116.11- |
| | | | 5/16/12 | KPERS #1 | 522.33 |
| | | | 5/16/12 | KPERS #1 | 857.50 |
| | | | 5/16/12 | KP&F | 13,536.14 |
| | | | 5/16/12 | KP&F | 652.11 |
| | | | 5/16/12 | KPERS #2 | 9.60- |
| | | | 5/16/12 | KPERS #2 | 83.59- |
| | | | 5/16/12 | KPERS #2 | 70.46 |
| | | | 5/16/12 | KPERS #2 | 500.53 |
| | | NEX-TECH | 5/23/12 | POLICE | 78.68 |
| | | | 5/23/12 | DISPATCH | 79.05 |
| | | CARD CENTER | 5/15/12 | RADIO SHACK-EXTERNAL HARD | 84.99 |
| | | | 5/15/12 | KTA-TOLL FEES HARCFC #49 | 2.50 |
| | | | 5/15/12 | KTA-TOLL FEES HARCFC #49 | 2.75 |
| | | | 5/15/12 | GE CO TREAS-VEHICLE TAGS | 62.01 |
| | | | 5/15/12 | BOX&SHIP-EVIDENCE SHIPPING | 100.34 |
| | | | 4/30/12 | City - Fiber Internet | 1,500.00 |
| | | | 5/15/12 | SHELL-TYLER TECH TRNG #8, | 44.01 |
| | | | 5/15/12 | KTA-TYLER TECH TRNG #8, 92 | 1.90 |
| | | | 5/15/12 | GREAT WOLF-TYLER TECH TRNG | 718.24 |
| | | | 5/15/12 | EZ GO-TYLER TECH TRNG #8, | 45.51 |
| | | | 5/15/12 | 7-11 TYLER TECH TRNG #8, 9 | 40.00 |
| | | | 5/15/12 | TX ROAD-TYLER TECH TRNG #8 | 32.13 |
| | | | 5/15/12 | KTA TYLER TECH TRNG #8, 92 | 1.90 |
| | | | 5/15/12 | KTA TYLER TECH TRNG #8, 92 | 1.50 |
| | | | 5/15/12 | GREAT WOLF-TYLER TECH #8, | 116.38- |
| | | | 5/15/12 | KTA TYLER TECH TRNG #8, 92 | 1.15 |
| | | | 5/15/12 | KTA TYLER TECH TRNG #8, 92 | 2.50 |
| | | | 5/15/12 | GE CO TREAS-VEHICLE TAGS | 52.28 |
| | | | 5/15/12 | GE CO TREAS-VEHICLE TAGS | 26.14 |
| | | | 5/15/12 | 17153 B&K-COFFEE | 66.40 |
| | | | 5/15/12 | 17168 B&K COFFEE, SUGAR | 84.15 |
| | | | 5/15/12 | WALMART-DOG TREATS | 25.72 |
| | | | 5/15/12 | WATERS - SPRAYER | 31.99 |
| | | | 5/15/12 | 668 J&R-LOF, TIRE ROTATE#2 | 67.49 |
| | | | 5/15/12 | 663 J&R-FUEL FILTER #223 | 101.30 |
| | | | 5/15/12 | 677 J&R-A/C COMPRESSOR #20 | 382.30 |
| | | | 5/15/12 | 658 J&R INTAKE MANIFOLD #2 | 357.85 |
| | | | 5/15/12 | 667 J&R - LOF,TIRE ROTATE | 63.23 |
| | | | 5/15/12 | J&R OVERPAYMENT | 0.02 |
| | | | 5/15/12 | 760 J&R AXLE #250 | 175.50 |
| | | | 5/15/12 | 669 J&R LOF, TIRE ROTATE # | 63.29 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|------------|--------------|-------------------------------|---------|----------------------------|-----------|
| | | | 5/15/12 | 666 J&R LOF #225 | 51.30 |
| | | | 5/15/12 | 665 J&R LOF, TIRE ROTATE # | 61.16 |
| | | | 5/15/12 | 689 J&R LOF #216 | 21.57 |
| | | | 5/15/12 | 700 J&R CRANKSHAFT #223 | 72.60 |
| | | | 5/15/12 | 680 J&R BLOWER MOTOR #212 | 36.30 |
| | | | 5/15/12 | J&R OVERPAYMENT | 0.04 |
| | | | 5/15/12 | 283998 ORAP MINI LAMP | 4.83 |
| | | | 5/15/12 | 284157 ORAP ALTERNATOR | 190.49- |
| | | | 5/15/12 | 284484 ORAP BATTERY #228 | 246.98 |
| | | | 5/15/12 | 286030ORAP-MAF SENS/FILTER | 145.98 |
| | | | 5/15/12 | 286048 ORAP FUEL FILTER #2 | 11.86 |
| | | | 5/15/12 | 286281 ORAP BLUE DEF #222 | 12.49 |
| | | | 5/15/12 | 286282 ORAP BATT CHARGER # | 29.99 |
| | | | 5/15/12 | 286437 ORAP MAF SENSOR #22 | 133.39- |
| | | | 5/15/12 | 289121 ORAP WHEEL NUT | 1.55 |
| | | | 5/15/12 | 289249 ORAP WHEEL NUT | 1.55- |
| | | | 5/15/12 | 289520 MANIFOLD,THERMSTAT# | 84.95 |
| | | | 5/15/12 | 289757 ORAP O RINGS #214 | 5.68 |
| | | | 5/15/12 | 290648 ORAP FUEL FILTER #2 | 11.86 |
| | | | 5/15/12 | 727 J&4 BRAKES/ROTORS #216 | 141.90 |
| | | | 5/15/12 | UNDERPAYMENT | 0.04- |
| | | | 5/15/12 | WATERS - KEYS 228 | 6.98 |
| | | | 5/15/12 | JIM CLARK-BLOWER MOTOR #21 | 128.97 |
| | | | 5/15/12 | FIRESTONE-TIRES UNIT 223 | 300.75 |
| | | | 5/15/12 | BOTACH TACTICAL-EAR PIECES | 39.75 |
| | | | 5/15/12 | WMART-BATHRM/CAR CLEANING | 75.48 |
| | | | 5/15/12 | WESTERN-FLUORESCENT BULBS | 59.64 |
| | | | 5/15/12 | WESTERN-FLUORESCENT BULBS | 12.60 |
| | | | 5/15/12 | EAGLE-FLOOR MAT | 64.00 |
| | | | 5/15/12 | FIRESTONE-TIRES UNIT 204 | 78.74 |
| | | | 5/15/12 | FIRESTONE-TIRES UNIT 226 | 601.00 |
| | | | 5/15/12 | FIRESTONE-TIRES UNIT 212 | 65.00 |
| | | | 5/15/12 | MERITLINE-CD CASE-LAB | 176.52 |
| | | | 5/15/12 | JIM CLARK-OP CODE FAIL-CD | 381.31 |
| | | | 5/15/12 | JIM CLARK-MOLDING KIT #223 | 397.12 |
| | | | 5/15/12 | PROF ALT-PANT/SHIRT ALTER | 29.00 |
| | | | 5/15/12 | PROF ALT-PANT/SHIRT ALTER | 32.00 |
| | | | 5/15/12 | 766 J&R-SERPENTINE BELT #2 | 57.75 |
| | | | 5/15/12 | 755 J&R-DISC RTR,LOF,TIR R | 125.86 |
| | | | 5/15/12 | 751 J&R-LOF, TIRE ROTATE # | 65.36 |
| | | | 5/15/12 | 750 J&R-LOF, TIRE ROTATE # | 63.23 |
| | | | 5/15/12 | 752 J&R-LOF, TIRE ROTATE # | 65.36 |
| | | | 5/15/12 | 753 J&R-LOF, TIRE ROTATE # | 63.23 |
| | | | 5/15/12 | 734 J&R-LOF, SHCK, TIRE RT | 63.23 |
| | | | 5/15/12 | J&R OVERCHARGE | 2.00 |
| | | CARDINAL INSURANCE | 5/15/12 | POLICY RENEWAL | 20,480.00 |
| | | | 5/15/12 | POLICY RENEWAL | 4,778.00 |
| | | WEST PAYMENT CENTER | 5/21/12 | 824917052 CLEAR SUBSCRIPTI | 158.55 |
| | | | | TOTAL: | 75,310.43 |
| FIRE | GENERAL FUND | INTERNAL REVENUE SERVICE | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 327.06 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 887.10 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CRDOSS BLUE SHIELD | 148.66 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 3,688.96 |
| | | DANKO EMERGENCY EQUIPMENT CO. | 5/04/12 | 2 BLUE HELMETS/NEW HIRES | 393.62 |
| | | KA-COMM | 5/24/12 | SERVICE CONTRACT/MAINT FIR | 173.50 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|------------|--------------|------------------------------|---------|----------------------------|-----------|
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 298.40 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 298.40 |
| | | | 5/04/12 | DELTA DENTAL OF KANSAS | 218.80 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 207.86 |
| | | GEARY COUNTY PUBLIC WORKS | 5/02/12 | DIESEL FUEL - FIRE | 1,447.25 |
| | | | 5/02/12 | MOTOR FUEL - FIRE | 210.95 |
| | | KANSAS GAS SERVICE | 5/18/12 | 700 N JEFFERSON-JAN 2012 | 52.54 |
| | | | 5/07/12 | 2245 LACY DR-FIRE | 106.87 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 8.34- |
| | | | 5/16/12 | KPERS #1 | 61.21 |
| | | | 5/16/12 | KP&F | 10,752.91 |
| | | DENNIS E WETKLOW | 5/08/12 | 2012 UNIFORM ALLOWANCE | 100.00 |
| | | MIKE'S FIRE EXT. SALES | 5/16/12 | RECHARGE EXTINGUISHER | 29.65 |
| | | | 5/16/12 | RECHARGE EXTINGUISHER | 8.90 |
| | | NEX-TECH | 5/23/12 | FIRE | 2.83 |
| | | DAVID NELSON | 5/21/12 | 2012 UNIFORM ALLOWANCE | 100.00 |
| | | CARD CENTER | 5/10/12 | OREILLY/BULBS FOR S1 | 6.29 |
| | | | 5/10/12 | OREILLY/ADHESIVE REMOVER | 6.99 |
| | | | 5/10/12 | WALMART/MINI BLIND | 29.61 |
| | | | 5/10/12 | WATERS/SPRAYER | 59.99 |
| | | | 5/10/12 | WATERS/PLUG FOR E10 | 1.49 |
| | | | 5/10/12 | WATERS/BOLTS, CHAINSAW WRE | 6.28 |
| | | | 4/30/12 | Phone Lines - Cox (50%) | 46.63 |
| | | | 4/30/12 | Fire #2 Internet Connect - | 62.47 |
| | | | 5/10/12 | TG TECH/CALIBRATE GAS DETE | 135.00 |
| | | | 5/10/12 | QUILL/OFFICE SUPPLIES | 49.94 |
| | | | 5/10/12 | INT'L CODE COUNCIL/GUIDES | 61.75 |
| | | | 5/10/12 | SELECT TECH/HORN REPAIR KI | 51.96 |
| | | | 5/10/12 | FIRESTONE/FRONT ALIGNMENT | 79.99 |
| | | | 5/10/12 | OREILLY/OIL | 7.98 |
| | | | 5/10/12 | SOUTHWEST/ROTATING BEACON | 74.51 |
| | | | 5/10/12 | AKRON/NOZZLE SHUT OFFS | 43.92 |
| | | | 5/10/12 | BATTERYMART/BATTERY CHARGE | 375.48 |
| | | | 5/10/12 | WATERS/PLUGS, CORDS | 23.72 |
| | | | 5/10/12 | MILLESONS/PLUG, CHAMOI | 21.03 |
| | | | 5/10/12 | BOX&SHIP/RETURN BATTERIES | 13.67 |
| | | | 5/10/12 | WALMART/SURGE PROTECTORS | 41.31 |
| | | | 5/10/12 | WALMART/SURGE PROTECTORS | 18.60 |
| | | | 5/10/12 | WALMART/DISH SOAP | 39.70 |
| | | SAM'S CLUB | 5/23/12 | AIRPACK BATTERIES-SAMS CLU | 127.04 |
| | | | | TOTAL: | 20,892.48 |
| STREET | GENERAL FUND | INTERNAL REVENUE SERVICE | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 47.69 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 11.16 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 37.17 |
| | | CDW GOVERNMENT INC | 5/21/12 | Monitors - DPW 25% | 182.28 |
| | | | 5/21/12 | Computer - DPW 25% | 1,425.66 |
| | | | 5/21/12 | Printer, Laser DPW | 357.48 |
| | | DS&O RURAL ELECTRIC | 5/18/12 | 1807 LYDIA LN-WARNING SIRE | 51.51 |
| | | | 5/18/12 | QUINTON POINT SIREN | 34.71 |
| | | | 5/18/12 | LIGHTS AT HUNTERS RIDGE | 554.66 |
| | | | 5/18/12 | LIGHTS AT HARGRAVES #2 | 61.69 |
| | | | 5/18/12 | LIGHTS AT INDIAN RIDGE/J.C | 39.90 |
| | | | 5/18/12 | LIGHTS AT HARGRAVES#5 | 123.38 |
| | | | 5/18/12 | LIGHTS AT OLIVIA FARMS | 45.94 |
| | | | 5/18/12 | LIGHTS AT SUTTERWOODS | 296.10 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|------------|------|------------------------|---------|----------------------------|----------|
| | | | 5/18/12 | LIGHTS AT SUTTER HIGHLANDS | 246.75 |
| | | | 5/18/12 | LIGHTS AT MANN'S RANCH | 70.50 |
| | | | 5/18/12 | LIGHTS AT HARGRAVES #4 | 11.75 |
| | | | 5/18/12 | LIGHTS AT HARGRAVES #1 | 23.50 |
| | | | 5/18/12 | LIGHTS AT HILLTOP #5 | 7.91 |
| | | | 5/18/12 | LIGHTS AT HARGRAVES #3 | 35.25 |
| | | | 5/18/12 | LIGHTS ALONG SVR | 188.00 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 5.40 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 5.40 |
| | | F & R SERVICES | 5/22/12 | GRANT AVE ISLANDS | 150.00 |
| | | | 5/22/12 | WESTWOOD BLVD ISLANDS | 150.00 |
| | | | 5/08/12 | 14TH ST-OPPOSITE RATHERT F | 25.00 |
| | | | 5/08/12 | 1701 N ADAMS | 25.00 |
| | | | 5/08/12 | BEL AIR & FOGARTY (DEAD EN | 15.00 |
| | | | 5/08/12 | 8TH ST AT GARFIELD DITCH | 10.00 |
| | | | 5/08/12 | AIRPORT/JACKSON ST ROW-ALL | 950.00 |
| | | | 5/08/12 | ANNEX PARKING LOT BEHIND D | 15.00 |
| | | | 5/08/12 | COMMONWEALTH DRIVE ROW | 25.00 |
| | | | 5/08/12 | GRANT AVE ISLAND | 150.00 |
| | | | 5/08/12 | GRANT AVE FRONTAGE RD | 40.00 |
| | | | 5/08/12 | MONROE ST DRAINS | 15.00 |
| | | | 5/08/12 | WATER PLANT-EXCEPT AROUND | 400.00 |
| | | | 5/08/12 | FIELD S OF WATER PLANT 25' | 50.00 |
| | | | 5/08/12 | WESTWOOD BLVD-ISLANDS | 150.00 |
| | | | 5/08/12 | BRIDGE GUARDRAIL-EISEN & 1 | 10.00 |
| | | | 5/08/12 | E 11TH/210 E 11TH | 30.00 |
| | | | 5/08/12 | 514 W 14TH ST | 30.00 |
| | | | 5/08/12 | 516 W 14TH ST | 30.00 |
| | | | 5/08/12 | 436 W 11TH ST | 30.00 |
| | | | 5/08/12 | 109 SNELL | 30.00 |
| | | | 5/08/12 | EAST 10TH ST PROPERTY | 100.00 |
| | | | 5/08/12 | 14TH ST TRAILER COURT AREA | 75.00 |
| | | | 5/08/12 | ELM DALE ROAD ROW | 75.00 |
| | | | 5/08/12 | CHESTNUT&I-70 RAMPS | 630.00 |
| | | | 5/08/12 | PUMP STATIONS @ ADAMS ST | 75.00 |
| | | | 5/08/12 | HWY 57 R/W & ISLANDS | 1,000.00 |
| | | | 5/08/12 | AREA IN FRONT OF CRACKER B | 70.00 |
| | | | 5/08/12 | RUCKER ROAD | 500.00 |
| | | | 5/08/12 | LAWNDALE WATER AREA | 40.00 |
| | | | 5/08/12 | GRANT AVE RIVER PARK AREA | 150.00 |
| | | | 5/08/12 | MOSS CIRCLE ISLAND | 10.00 |
| | | | 5/08/12 | VACANT LOTS-PRAIRIE RIDGE | 250.00 |
| | | | 5/08/12 | VACANT LOTS-HICKORY HILLS | 100.00 |
| | | | 5/22/12 | GRANT AVE ISLANDS | 150.00 |
| | | | 5/22/12 | WESTWOOD BLVD ISLANDS | 150.00 |
| | | | 5/14/12 | 14TH ST-OPPOSITE RATHERT F | 25.00 |
| | | | 5/14/12 | 1701 N ADAMS | 25.00 |
| | | | 5/14/12 | BEL AIR & FOGARTY (DEAD EN | 15.00 |
| | | | 5/14/12 | 8TH ST AT GARFIELD DITCH | 10.00 |
| | | | 5/14/12 | AIRPORT/JACKSON ST ROW-ALL | 990.00 |
| | | | 5/14/12 | ANNEX PARKING LOT BEHIND D | 15.00 |
| | | | 5/14/12 | COMMONWEALTH DRIVE ROW | 25.00 |
| | | | 5/14/12 | GRANT AVE ISLAND | 150.00 |
| | | | 5/14/12 | GRANT AVE FRONTAGE RD | 40.00 |
| | | | 5/14/12 | MONROE ST DRAINS | 15.00 |
| | | | 5/14/12 | WATER PLANT-EXCEPT AROUND | 400.00 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|------------|------|-------------|---------|----------------------------|----------|
| | | | 5/14/12 | FIELD S OF WATER PLANT 25' | 50.00 |
| | | | 5/14/12 | WESTWOOD BLVD-ISLANDS | 150.00 |
| | | | 5/14/12 | BRIDGE GUARDRAIL-EISEN & 1 | 10.00 |
| | | | 5/14/12 | E 11TH/210 E 11TH | 30.00 |
| | | | 5/14/12 | 514 W 14TH ST | 30.00 |
| | | | 5/14/12 | 516 W 14TH ST | 30.00 |
| | | | 5/14/12 | 436 W 11TH ST | 30.00 |
| | | | 5/14/12 | EAST 10TH ST PROPERTY | 100.00 |
| | | | 5/14/12 | 14TH ST TRAILER COURT AREA | 75.00 |
| | | | 5/14/12 | ELM DALE ROAD ROW | 75.00 |
| | | | 5/14/12 | CHESTNUT&I-70 RAMPS | 630.00 |
| | | | 5/14/12 | PUMP STATIONS @ ADAMS ST | 75.00 |
| | | | 5/14/12 | HWY 57 R/W & ISLANDS | 1,000.00 |
| | | | 5/14/12 | AREA IN FRONT OF CRACKER B | 70.00 |
| | | | 5/14/12 | RUCKER ROAD | 500.00 |
| | | | 5/14/12 | LAWNDALE WATER AREA | 0.00 |
| | | | 5/14/12 | MOSS CIRCLE ISLAND | 10.00 |
| | | | 5/14/12 | GRANT AVE RIVER PARK AREA | 150.00 |
| | | | 5/07/12 | 600 BLOCK E 7TH ST-ROW | 15.00 |
| | | | 5/07/12 | 603 SKYLINE DRIVE | 10.00 |
| | | | 5/07/12 | 714 SKYLINE DRIVE | 10.00 |
| | | | 5/07/12 | GOLDENBELT BLVD-ROW | 300.00 |
| | | | 5/07/12 | ASH STREET(600 BLOCK) | 15.00 |
| | | | 5/07/12 | DITCH BETWEEN 100 BLK E VI | 15.00 |
| | | | 5/07/12 | EAST 6TH ST PARKING LOT | 15.00 |
| | | | 5/07/12 | EAST 6TH ST ROW | 500.00 |
| | | | 5/07/12 | E CHESTNUT-ROW & UPRR TRAC | 50.00 |
| | | | 5/07/12 | FIRE STATION #2- LACY DRIV | 50.00 |
| | | | 5/07/12 | LACY DRIVE | 100.00 |
| | | | 5/07/12 | MEADOW LANE ROW | 15.00 |
| | | | 5/07/12 | ST MARYS ROAD ROW(CHURCH) | 30.00 |
| | | | 5/07/12 | VACANT DRAINAGE DITCH-RILE | 15.00 |
| | | | 5/07/12 | INDUSTRIAL PARK ROW | 50.00 |
| | | | 5/07/12 | WATER TOWER-SPRUCE ST | 50.00 |
| | | | 5/07/12 | WATER TOWER-WEST ASH ST | 40.00 |
| | | | 5/07/12 | E ASH ST NEAR RR TRACKS | 70.00 |
| | | | 5/07/12 | SVR ROW | 75.00 |
| | | | 5/07/12 | SVR ADDITION ISLANDS | 80.00 |
| | | | 5/07/12 | STRAUSS BLVD ISLANDS R/W | 300.00 |
| | | | 5/07/12 | I 70 ROW | 600.00 |
| | | | 5/07/12 | EASH ASH ST LIFT STATION | 50.00 |
| | | | 5/07/12 | SOUTH JACKSON ST DRAINAGE | 30.00 |
| | | | 5/07/12 | ASH ST FROM CHESTNUT SOUTH | 230.00 |
| | | | 5/07/12 | 136 E 3RD | 30.00 |
| | | | 5/07/12 | 225 E 3RD | 30.00 |
| | | | 5/07/12 | 6TH ST UNDERPASS | 100.00 |
| | | | 5/07/12 | SANDUSKY ROW | 75.00 |
| | | | 5/07/12 | THE BLUFFS AREA | 100.00 |
| | | | 5/07/12 | TOM NEAL INDUSTRIAL PARK A | 250.00 |
| | | | 5/07/12 | SOUTHWIND/KJCK EAST TO TOW | 150.00 |
| | | | 5/07/12 | CHADWICK | 15.00 |
| | | | 5/07/12 | HOLLY LANE ISLAND | 15.00 |
| | | | 5/07/12 | SVR-R/W - K-18 TO RR | 500.00 |
| | | | 5/07/12 | ENT TO SUTTER WDS AT FOX S | 60.00 |
| | | | 5/07/12 | FIRE STATION #2 FIELD | 0.00 |
| | | | 5/07/12 | GRANT AVE ISLANDS | 150.00 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|--------------------|--------------|------------------------------|---------|----------------------------|-----------|
| | | | 5/07/12 | WESTWOOD BLVD ISLANDS | 150.00 |
| | | | 5/07/12 | DEER CREEK 3 - VACANT LOTS | 200.00 |
| | | KANSAS GAS SERVICE | 5/07/12 | 2324 1/2 N JACKSON | 53.08 |
| | | WESTAR ENERGY | 5/18/12 | 15TH & WASHINGTON-SL-APR 2 | 18.74 |
| | | | 5/07/12 | ST LIGHTS-APR 2012 | 24,074.85 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #2 | 4.44- |
| | | | 5/16/12 | KPERS #2 | 57.34 |
| | | CARD CENTER | 4/30/12 | APW-PW POSTER | 20.00 |
| | | UNION PACIFIC RAILROAD | 5/14/12 | RENT PRIVATE RDWAY CROSSIN | 1,944.34 |
| | | | | TOTAL: | 44,997.70 |
| COURT | GENERAL FUND | INTERNAL REVENUE SERVICE | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 346.28 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 80.99 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 297.32 |
| | | ORTIZ, BRENDA | 5/29/12 | COURT INTERPRETER | 59.37 |
| | | PURVIS LAW OFFICE LLC | 5/29/12 | CL NO. 11-399 MTR NO. 11-2 | 250.00 |
| | | JOSHUA DOUGLASS | 5/29/12 | PAYMENT EVERY TWO WEEKS | 2,500.00 |
| | | FISHNET SECURITY | 5/29/12 | 3YR KEY FOB TOKENS KCJIS S | 152.52 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 43.20 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 43.20 |
| | | | 5/04/12 | DELTA DENTAL OF KANSAS | 21.88 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 21.88 |
| | | FAMILY CARE CENTER | 5/29/12 | ALCO/DRUG EVAL, FRENCH M. | 150.00 |
| | | KANSAS GAS SERVICE | 5/07/12 | 225 W 7TH | 31.15 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 48.20- |
| | | | 5/16/12 | KPERS #1 | 353.85 |
| | | | 5/16/12 | KPERS #2 | 32.55- |
| | | | 5/16/12 | KPERS #2 | 70.46 |
| | | INCODE | 5/16/12 | Web - Court Inquiry | 100.00 |
| | | CARD CENTER | 5/15/12 | DILLONS-AIR FRESHNR/BAND A | 11.99 |
| | | | 4/30/12 | Phone Lines - Cox | 72.89 |
| | | | 4/30/12 | Computer (32 Bit) & Memory | 646.43 |
| | | | 4/30/12 | Computer (32 Bit) & Memory | 646.42 |
| | | | 4/30/12 | Computer (32 Bit) & Memory | 646.42 |
| | | CINTAS #451 | 5/29/12 | 2 GRAY MATS | 15.35 |
| | | | 5/29/12 | 2 GRAY MATS | 15.35 |
| | | | 5/29/12 | 2 GRAY MATS | 15.35 |
| | | MISC | 5/11/12 | Bond Refund:12-01492 -01 | 184.00 |
| | | FOUST, SARA | 5/16/12 | Bond Refund:12-05143A-01 | 29.00 |
| | | MORILLO, GABRIELLA RAE | 5/17/12 | Bond Refund:12-03598 -01 | 129.00 |
| | | FISCHER, KRISTEN | 5/21/12 | Bond Refund:10-11452 -01 | 79.00 |
| | | JONES, KEVIN BRYAN | 5/21/12 | Bond Refund:10-11452 -01 | 500.00 |
| | | JONES, KEVIN BRYAN | 5/22/12 | Bond Refund:11-01527 -03 | 44.00 |
| | | STEELE, JAMIESON M | | TOTAL: | 7,476.55 |
| JC OPERA HOUSE | GENERAL FUND | INTERNAL REVENUE SERVICE | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 115.71 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 27.06 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS RETIRED | 250.82 |
| | | CARD CENTER | 4/30/12 | Phone Lines - Cox | 50.96 |
| | | | | TOTAL: | 444.55 |
| JUNCTION CITY ARTS | GENERAL FUND | SECURITY SOLUTIONS INC | 5/14/12 | ALARM ARTS COUNCIL-109 W7 | 22.00 |
| | | | | TOTAL: | 22.00 |
| RECREATION | GENERAL FUND | INTERNAL REVENUE SERVICE | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 127.57 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 29.81 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|------------------|--------|--|---------|----------------------------|----------|
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 118.93 |
| | | CASH-WA DISTRIBUTING | 4/13/12 | TOWELS, TISSUE, BLEACH, MO | 291.90 |
| | | | 4/27/12 | GLOVES, FOAM CUPS | 89.65 |
| | | CENTURY UNITED COMPANIES, INC | 5/16/12 | Copier Usage - 12,738 Copi | 138.06 |
| | | KARLA ORTIZ | 5/24/12 | KITCHEN RNTL REFUND-MAY 20 | 25.00 |
| | | MIKE HOLLIBAUGH | 5/24/12 | JAYHAWK COURT-RNTL REDUND- | 25.00 |
| | | TANJA BURKE | 5/24/12 | MULTIPURPOSE RM RNTL-05201 | 25.00 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 38.88 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 38.88 |
| | | | 5/04/12 | DELTA DENTAL OF KANSAS | 3.68 |
| | | | 5/04/12 | DELTA DENTAL OF KANSAS | 3.68- |
| | | KEY OFFICE EQUIPMENT | 5/14/12 | TIME CARDS | 32.97 |
| | | KANSAS GAS SERVICE | 5/07/12 | 1002 W 12TH | 75.74 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 6.67- |
| | | | 5/16/12 | KPERS #2 | 7.68- |
| | | | 5/16/12 | KPERS #2 | 56.54 |
| | | NEX-TECH | 5/23/12 | RECREATION | 19.53 |
| | | CARD CENTER | 4/30/12 | 12th St Internet Connectio | 124.95 |
| | | | 5/14/12 | DOORBELL SET UP | 28.99 |
| | | | 5/14/12 | PIZZA/PASTA PASTA 58 | 115.00 |
| | | | 5/14/12 | CUPS AND SANDWICH BAGS | 3.18 |
| | | | 5/14/12 | BLEACH, BURSHEs | 16.87 |
| | | | 5/14/12 | CUPS GLOVES | 7.10 |
| | | | 5/14/12 | MUSIC FOR PASTA 58 | 12.99 |
| | | | 5/14/12 | FOOD/PASTA 58 | 121.33 |
| | | | 5/14/12 | FOOD/PASTA 58 | 20.06 |
| | | CINTAS #451 | 5/04/12 | GRAY MAT AT 12TH ST COMMUN | 30.45 |
| | | | 5/18/12 | GRAY MAT AT 12TH ST COMMUN | 25.75 |
| | | THREE RIVERS ENGRAVING | 5/14/12 | NOT RESPONSIBLE SIGN | 59.48 |
| | | | | TOTAL: | 1,685.26 |
| NON-DEPARTMENTAL | GRANTS | INTERNAL REVENUE SERVICE | 5/16/12 | FEDERAL WITHHOLDING | 1,343.63 |
| | | | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 188.88 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 195.43 |
| | | ING LIFE INSURANCE & ANNUITY COMPANY | 5/16/12 | ING | 125.00 |
| | | AMERICAN UNITED LIFE INSURANCE COMPANY | 5/04/12 | AMERICAN UNITED LIFE | 19.02 |
| | | | 5/18/12 | AMERICAN UNITED LIFE | 19.02 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 250.32 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 260.12 |
| | | JUNCTION CITY FIREFIGHTERS AID ASSOCIA | 5/18/12 | FIREFIGHTERS AID ASSOCIATI | 15.00 |
| | | CITY OF JUNCTION CITY | 5/04/12 | TELEPHONE REIMBURSEMENT | 8.50 |
| | | | 5/18/12 | TELEPHONE REIMBURSEMENT | 8.50 |
| | | | 5/04/12 | TELEPHONE REIMBURSEMENT | 13.25 |
| | | | 5/18/12 | TELEPHONE REIMBURSEMENT | 13.25 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 31.98 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 31.98 |
| | | FIREMEN'S RELIEF ASSOCIATION | 5/18/12 | FIREMANS RELIEF | 26.64 |
| | | JUNCTION CITY FIRE FIGHTERS ASSOCIATIO | 5/18/12 | I.A.F.F. LOCAL 3309 | 126.00 |
| | | KANSAS DEPT OF REVENUE | 5/16/12 | STATE WITHHOLDING | 525.09 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 199.86 |
| | | | 5/16/12 | KP&F | 648.58 |
| | | POLICE & FIREMEN'S | 5/04/12 | POLICE & FIRE INSURANCE | 128.38 |
| | | | 5/18/12 | POLICE & FIRE INSURANCE | 128.38 |
| | | FLEXIBLE SPENDING ACCOUNT #41807030 | 5/16/12 | FIRST STATE BANK | 240.83 |
| | | AMERICAN FAMILY LIFE ASSURANCE COMPANY | 5/04/12 | AFLAC | 48.06 |
| | | | 5/18/12 | AFLAC | 48.06 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|-----------------------|-----------|--|---------|----------------------------|----------|
| | | UNITED WAY OF JUNCTION CITY-GEARY COUN | 5/16/12 | UNITED WAY | 18.00 |
| | | | | TOTAL: | 4,661.76 |
| EMERGENCY SHELTER | GRANTS | OPEN DOOR COMM. HOUSE | 5/24/12 | ESG GRANT PROCEEDS APR 201 | 4,688.37 |
| | | | 5/17/12 | ESG GRANT MAR 2012 | 3,192.49 |
| | | | | TOTAL: | 7,880.86 |
| 2005 JAG | GRANTS | GALLS | 5/21/12 | TACTICAL GAS MASKS | 153.84 |
| | | | 5/21/12 | TACTICAL GAS MASKS | 1,226.77 |
| | | | 5/21/12 | TACTICAL GAS MASKS | 1,846.10 |
| | | | | TOTAL: | 3,226.71 |
| SELF HELP HOUSING | GRANTS | INTERNAL REVENUE SERVICE | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 278.81 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 65.20 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 148.66 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 148.66 |
| | | CENTURY UNITED COMPANIES, INC | 5/16/12 | Annual Copier Usage Charge | 190.52 |
| | | EXPERIAN | 5/29/12 | MAY 2012-CREDIT CHECKS | 35.94 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 43.20 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 43.20 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 53.46 |
| | | | 5/16/12 | KPERS #1 | 366.75 |
| | | CARD CENTER | 4/30/12 | Phone Lines - Cox | 24.40 |
| | | | 4/30/12 | OFFICE MAX-PENS,WITEOUT,TA | 53.15 |
| | | | 4/30/12 | WOOD MINI MART-FUEL | 102.12 |
| | | | 4/30/12 | ORSCHELN-ROUND UP GROUP 2 | 52.03 |
| | | | 4/30/12 | HOME DEPOT-TOOL REPLACE GR | 139.00 |
| | | | 4/30/12 | AGRI DIRECT-BATTERY CHRGR- | 37.95 |
| | | | | TOTAL: | 1,676.13 |
| SAFER GRANT-FIRE DEPT | GRANTS | INTERNAL REVENUE SERVICE | 5/16/12 | MEDICARE WITHHOLDING | 130.23 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 891.96 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 21.60 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 21.60 |
| | | | 5/04/12 | DELTA DENTAL OF KANSAS | 54.70 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 54.70 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KP&F | 1,532.53 |
| | | | | TOTAL: | 2,707.32 |
| NON-DEPARTMENTAL | SPIN CITY | INTERNAL REVENUE SERVICE | 5/16/12 | FEDERAL WITHHOLDING | 266.23 |
| | | | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 202.66 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 69.96 |
| | | CITY OF JUNCTION CITY | 5/04/12 | TELEPHONE REIMBURSEMENT | 8.79 |
| | | | 5/04/12 | TELEPHONE REIMBURSEMENT | 4.46 |
| | | | 5/18/12 | TELEPHONE REIMBURSEMENT | 13.25 |
| | | KANSAS DEPT OF REVENUE | 5/16/12 | STATE WITHHOLDING | 97.86 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 44.80 |
| | | | | TOTAL: | 708.01 |
| SPIN CITY | SPIN CITY | INTERNAL REVENUE SERVICE | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 299.17 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 69.96 |
| | | CASH-WA DISTRIBUTING | 5/15/12 | PRETZELS, CHIPS, SODA, HOT | 186.14 |
| | | | 5/15/12 | JUMBO STRAWS | 88.50 |
| | | | 5/15/12 | PAPER PRODUCTS | 195.56 |
| | | | 5/15/12 | FUEL SURCHARGE | 7.00 |
| | | BLUE BELL CREAMERIES, L.P. | 5/22/12 | ICE CREAM | 33.53 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|--|--------------------|--|---------|----------------------------|-----------|
| | | | 5/22/12 | ICE CREAM | 96.06 |
| | | LINSDAY BARTON | 5/18/12 | APR 1-APR 30 2012-TRVL REI | 34.69 |
| | | | 5/18/12 | APR 1-APR 30 2012-TRVL REI | 14.15 |
| | | | 5/18/12 | MAR 1-MAR 30 2012-TRVL REI | 8.88 |
| | | MICHELLE DOCTOR | 5/23/12 | REIMB FOR CITY ERROR-BROKE | 100.00 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 7.26 |
| | | | 5/04/12 | DELTA DENTAL OF KANSAS | 3.68 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 10.94 |
| | | SECURITY SOLUTIONS INC | 5/14/12 | ALARM-915 S WASHINGTON | 22.00 |
| | | KANSAS GAS SERVICE | 5/07/12 | 915 S WASHINGTON | 152.62 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 13.14 |
| | | | 5/16/12 | KPERS #1 | 82.21 |
| | | M & L SERVICE | 5/14/12 | SKATING RINK/MINI GOLF- LA | 227.50 |
| | | | 5/14/12 | SKATING RINK/MINI GOLF | 283.26 |
| | | | 5/16/12 | BY PASS WATER HEATER | 65.00 |
| | | | 5/16/12 | BY PASS WATER HEATER | 1.83 |
| | | NEX-TECH | 5/23/12 | SPIN CITY | 0.05 |
| | | SNACK EXPRESS | 5/15/12 | CHIPS, SODA, CANDY | 369.00 |
| | | | 5/18/12 | CHEESE BURGER, CHIPS, PEPS | 102.00 |
| | | | 5/22/12 | ROOTBEER 3 GAL. SODA | 45.00 |
| | | CARD CENTER | 5/18/12 | WALMART-FOOD | 54.74 |
| | | | 5/18/12 | WALMART-OFFICE SUPPLIES | 5.97 |
| | | | 5/18/12 | DOLLAR GENERAL-BALLOONS | 31.77 |
| | | | 5/18/12 | WALMART-FOOD | 29.84 |
| | | | 4/30/12 | Spin City - Cable | 96.47 |
| | | | 4/30/12 | Spin City - Internet | 64.95 |
| | | | 5/18/12 | WALMART-FOOD | 45.80 |
| | | | 5/18/12 | WALMART-FOOD | 112.38 |
| | | | 5/18/12 | WALMART-LIQUID SOAP | 4.89 |
| | | | 5/18/12 | WALMART-BUILDING SUPPLIES | 40.14 |
| | | | 5/18/12 | WALMART-OFFICE SUPPLIES | 23.20 |
| | | | 5/18/12 | WALMART-BUILDING SUPPLIES | 14.88 |
| | | WIZARD'S ELECTRONIC SVC | 4/30/12 | SKATE FLOOR LIGHTS REPAIR | 171.50 |
| | | | 4/30/12 | SKATE FLOOR LIGHTS REPAIR | 167.50 |
| | | | 4/30/12 | SKATE FLOOR LIGHTS REPAIR | 167.50 |
| | | | 4/30/12 | SKATE FLOOR LABOR | 285.00 |
| | | | 4/30/12 | SKATE FLOOR LABOR | 200.00 |
| | | | 5/18/12 | SKATE FLOOR LABOR | 50.00 |
| | | | 5/18/12 | SKATE FLOOR LIGHTS REPAIR | 135.00 |
| | | | 5/08/12 | THEATRE SPEAKER REWIRE | 170.00 |
| | | | | TOTAL: | 4,364.38 |
| INDUSTRIAL REVENUE BON BOND & INTEREST | | CENTRAL NATIONAL BANK | 5/24/12 | LOAN REPAYMENT | 47,284.41 |
| | | | 5/24/12 | LOAN REPAYMENT INT | 2,641.67 |
| | | EMPRISE BANK | 5/24/12 | CAP GEMINI IRB | 15,600.41 |
| | | | 5/24/12 | CAP GEMINI IRB | 14,545.66 |
| | | | | TOTAL: | 80,072.15 |
| NON-DEPARTMENTAL | WATER & SEWER FUND | FAMILY SUPPORT PAYMENT CENTER (MISSOUR | 5/16/12 | MACSS #41061331/ CV103-753 | 154.85 |
| | | INTERNAL REVENUE SERVICE | 5/16/12 | FEDERAL WITHHOLDING | 1,829.44 |
| | | | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 787.97 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 272.04 |
| | | ING LIFE INSURANCE & ANNUITY COMPANY | 5/16/12 | ING | 332.38 |
| | | AMERICAN UNITED LIFE INSURANCE COMPANY | 5/04/12 | AMERICAN UNITED LIFE | 42.94 |
| | | | 5/18/12 | AMERICAN UNITED LIFE | 42.94 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 212.77 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|----------------------|--------------------|--|---------|----------------------------|----------|
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 359.06 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 219.64 |
| | | SHEA, CARVER & BLANTON | 5/16/12 | SHEA, CARVER & BLANTON | 126.93 |
| | | CONTINENTAL AMERICAN INSURANCE COMPANY | 5/04/12 | CAIC | 6.68 |
| | | | 5/18/12 | CAIC | 6.68 |
| | | CITY OF JUNCTION CITY | 5/04/12 | CITY OF JUNCTION CITY (G-F | 1.50 |
| | | | 5/18/12 | CITY OF JUNCTION CITY (G-F | 4.80 |
| | | | 5/04/12 | TELEPHONE REIMBURSEMENT | 7.22 |
| | | | 5/18/12 | TELEPHONE REIMBURSEMENT | 7.22 |
| | | | 5/04/12 | TELEPHONE REIMBURSEMENT | 45.33 |
| | | | 5/18/12 | TELEPHONE REIMBURSEMENT | 45.33 |
| | | CITY OF JUNCTION CITY | 5/16/12 | CITY OF JUNCTION CITY -P&R | 12.75 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 73.76 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 73.76 |
| | | KANSAS DEPT OF REVENUE | 5/16/12 | STATE WITHHOLDING | 792.67 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 401.23 |
| | | | 5/16/12 | KPERS #2 | 549.43 |
| | | FLEXIBLE SPENDING ACCOUNT #41807030 | 5/16/12 | FIRST STATE BANK | 164.77 |
| | | AMERICAN FAMILY LIFE ASSURANCE COMPANY | 5/04/12 | AFLAC | 33.80 |
| | | | 5/18/12 | AFLAC | 33.80 |
| | | UNITED WAY OF JUNCTION CITY-GEARY COUN | 5/16/12 | UNITED WAY | 20.75 |
| | | | | TOTAL: | 6,662.44 |
| WATER DISTRIBUTION | WATER & SEWER FUND | CDW GOVERNMENT INC | 5/21/12 | Monitors - DPW 25% | 182.28 |
| | | | 5/21/12 | Computer - DPW 25% | 1,425.66 |
| | | | | TOTAL: | 1,607.94 |
| WATER ADMINISTRATION | WATER & SEWER FUND | INTERNAL REVENUE SERVICE | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 606.26 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 141.82 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 52.03 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 52.03 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 457.88 |
| | | ANYTIME LABOR-KANSAS LLC | 5/24/12 | TEMP METER READER 0507/051 | 563.60 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 65.02 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 65.02 |
| | | | 5/04/12 | DELTA DENTAL OF KANSAS | 23.52 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 23.52 |
| | | GEARY COUNTY PUBLIC WORKS | 5/18/12 | WATER-UNLEADED | 417.18 |
| | | | 5/18/12 | WATER-SURCHARGE 121.4GAL@. | 6.07 |
| | | HD SUPPLY WATERWORKS, LTD | 5/24/12 | GOLDEN STATE FLOW MEASUREM | 11.00 |
| | | SECURITY SOLUTIONS INC | 5/14/12 | ALARM WUPD 2307 N JACKSON | 35.00 |
| | | | 5/14/12 | ALARM CITY CLERK OFC.(CS d | 18.00 |
| | | BRINKS INCORPORATED | 5/24/12 | WATER-APRIL 2012 | 414.03 |
| | | KANSAS GAS SERVICE | 5/07/12 | 900 W SPRUCE | 27.50 |
| | | | 5/07/12 | 2232 W ASH TOWER | 27.50 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 47.16- |
| | | | 5/16/12 | KPERS #1 | 348.09 |
| | | | 5/16/12 | KPERS #2 | 51.54- |
| | | | 5/16/12 | KPERS #2 | 402.84 |
| | | INCODE | 5/16/12 | Web - Utilities Inquiry - | 106.68 |
| | | CARD CENTER | 4/30/12 | Address Certification Soft | 131.00 |
| | | | 4/30/12 | Phone Lines - Cox | 117.98 |
| | | | 4/30/12 | WUPD - Internet Connection | 124.95 |
| | | | 5/07/12 | WATERS-PAIL/RAGS | 6.28 |
| | | | 5/07/12 | OREILLY AUTO-NOZZLE/CLEAN | 30.45 |
| | | CINTAS #451 | 5/14/12 | SCRAPER/BROWN MAT | 28.28 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|----------------------|--------------------|--|---------|----------------------------|-----------|
| | | | 5/14/12 | UNIFORMS-LANGDON, KENNY | 10.23 |
| | | | 5/18/12 | SCRAPER/BROWN MAT | 45.26 |
| | | | 5/18/12 | UNIFORMS-LANGDON, KENNY | 10.23 |
| | | | 5/24/12 | SCRAPER/BROWN MAT | 28.28 |
| | | | 5/24/12 | UNIFORMS-LANGDON, KENNY | 10.23 |
| | | | | TOTAL: | 4,309.06 |
| SEWER DISTRIBUTION | WATER & SEWER FUND | CDW GOVERNMENT INC | 5/21/12 | Monitors - DPW 25% | 182.28 |
| | | | 5/21/12 | Computer - DPW 25% | 1,425.66 |
| | | | | TOTAL: | 1,607.94 |
| SEWER ADMINISTRATION | WATER & SEWER FUND | INTERNAL REVENUE SERVICE | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 556.95 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 130.27 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 74.33 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 74.33 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 420.71 |
| | | ANYTIME LABOR-KANSAS LLC | 5/24/12 | TEMP METER READER 0514/051 | 563.60 |
| | | MIZE & HOUSER COMPANY | 5/14/12 | AUDIT FIN STMTS YR END 12/ | 8,125.00 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 84.46 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 84.46 |
| | | | 5/04/12 | DELTA DENTAL OF KANSAS | 19.14 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 19.14 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 52.50- |
| | | | 5/16/12 | KPERS #1 | 388.13 |
| | | | 5/16/12 | KPERS #2 | 39.43- |
| | | | 5/16/12 | KPERS #2 | 313.62 |
| | | INCODE | 5/16/12 | Web - Utilities Inquiry - | 106.66 |
| | | | | TOTAL: | 10,868.87 |
| WASTEWATER PLANTS | WATER & SEWER FUND | DS&O RURAL ELECTRIC | 5/18/12 | SEWER LIFT | 42.24 |
| | | | 5/18/12 | BROOKEBEND LIFT STATION | 78.38 |
| | | | 5/18/12 | LIFT STATION- HILLTOP #5 | 90.79 |
| | | | 5/18/12 | 2542/2548 JAGER DR SWR LIF | 51.80 |
| | | | 5/18/12 | 2326/2321 OSPREY SWR LIFT | 83.83 |
| | | | 5/18/12 | 2515 WILMA-OLIVIA FARMS-LI | 77.44 |
| | | THERMAL COMFORT AIR, INC | 5/29/12 | WATER HEATER-SWWTP | 24,900.00 |
| | | | | TOTAL: | 25,324.48 |
| GOLF COURSE | ROLLING MEADOWS GO | CARD CENTER | 4/30/12 | Golf - Internet Connection | 59.95 |
| | | | | TOTAL: | 59.95 |
| NON-DEPARTMENTAL | STORM WATER | LOYAL AMERICAN LIFE INSURANCE COMPANY | 5/04/12 | CANCER PLAN | 8.53 |
| | | | 5/18/12 | CANCER PLAN | 8.53 |
| | | INTERNAL REVENUE SERVICE | 5/16/12 | FEDERAL WITHHOLDING | 172.96 |
| | | | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 61.35 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 21.19 |
| | | AMERICAN UNITED LIFE INSURANCE COMPANY | 5/04/12 | AMERICAN UNITED LIFE | 8.33 |
| | | | 5/18/12 | AMERICAN UNITED LIFE | 8.33 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 27.87 |
| | | CITY OF JUNCTION CITY | 5/04/12 | TELEPHONE REIMBURSEMENT | 6.63 |
| | | | 5/18/12 | TELEPHONE REIMBURSEMENT | 6.63 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 8.00 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 8.00 |
| | | KANSAS DEPT OF REVENUE | 5/16/12 | STATE WITHHOLDING | 65.23 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 28.61 |
| | | | 5/16/12 | KPERS #2 | 46.87 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|------------------------|--------------------|--|---------|----------------------------|-----------|
| | | UNITED WAY OF JUNCTION CITY-GEARY COUN | 5/16/12 | UNITED WAY | 1.25 |
| | | | | TOTAL: | 488.31 |
| STORM WATER MANAGEMENT | STORM WATER | INTERNAL REVENUE SERVICE | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 90.56 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 21.16 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 111.48 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 16.20 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 16.20 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 7.15 |
| | | | 5/16/12 | KPERS #1 | 52.49 |
| | | | 5/16/12 | KPERS #2 | 4.45 |
| | | | 5/16/12 | KPERS #2 | 57.34 |
| | | KAW VALLEY ENGINEERING, INC | 5/16/12 | 2011 STREET MAINTENANCE - | 270.94 |
| | | | 4/30/12 | DIVERT STRM WTR-RIVERWALK | 11,600.00 |
| | | | 4/30/12 | PRICE RAVINE - PS | 5,445.00 |
| | | | | TOTAL: | 17,669.77 |
| ECONOMIC DEVELOPMENT | ECONOMIC DEVELOPME | POTTBERG, GASSMAN & HOFFMAN, CHTD. | 5/24/12 | SPIRIT OF 76 990 TAX FORM | 610.00 |
| | | TELEPLUS SOLUTIONS | 5/15/12 | Cancel call Forward 762-19 | 1.04 |
| | | | 5/15/12 | Cancel Centrex Trunk -762- | 6.72 |
| | | NEX-TECH | 5/23/12 | EDC | 0.15 |
| | | | | TOTAL: | 617.91 |
| SPECIAL HIGHWAY | SPECIAL HIGHWAY FU | KAW VALLEY ENGINEERING, INC | 5/16/12 | 2011 STREET MAINTENANCE - | 603.06 |
| | | | | TOTAL: | 603.06 |
| NON-DEPARTMENTAL | SANITATION FUND | INTERNAL REVENUE SERVICE | 5/16/12 | FEDERAL WITHHOLDING | 146.77 |
| | | | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 74.02 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 25.56 |
| | | ING LIFE INSURANCE & ANNUITY COMPANY | 5/16/12 | ING | 26.62 |
| | | AMERICAN UNITED LIFE INSURANCE COMPANY | 5/04/12 | AMERICAN UNITED LIFE | 6.87 |
| | | | 5/18/12 | AMERICAN UNITED LIFE | 6.87 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 37.55 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 63.36 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 22.28 |
| | | CITY OF JUNCTION CITY | 5/04/12 | TELEPHONE REIMBURSEMENT | 1.28 |
| | | | 5/18/12 | TELEPHONE REIMBURSEMENT | 1.28 |
| | | | 5/04/12 | TELEPHONE REIMBURSEMENT | 1.99 |
| | | | 5/18/12 | TELEPHONE REIMBURSEMENT | 1.99 |
| | | CITY OF JUNCTION CITY | 5/16/12 | CITY OF JUNCTION CITY -P&R | 2.25 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 9.60 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 9.60 |
| | | KANSAS DEPT OF REVENUE | 5/16/12 | STATE WITHHOLDING | 69.97 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 52.78 |
| | | | 5/16/12 | KPERS #2 | 36.01 |
| | | FLEXIBLE SPENDING ACCOUNT #41807030 | 5/16/12 | FIRST STATE BANK | 25.00 |
| | | AMERICAN FAMILY LIFE ASSURANCE COMPANY | 5/04/12 | AFLAC | 1.42 |
| | | | 5/18/12 | AFLAC | 1.42 |
| | | UNITED WAY OF JUNCTION CITY-GEARY COUN | 5/16/12 | UNITED WAY | 1.35 |
| | | | | TOTAL: | 625.84 |
| SANITATION PICKUP | SANITATION FUND | CDW GOVERNMENT INC | 5/21/12 | Monitors - DPW 25% | 182.28 |
| | | | 5/21/12 | Computer - DPW 25% | 1,425.66 |
| | | | | TOTAL: | 1,607.94 |
| SANITATION ADMINISTRAT | SANITATION FUND | INTERNAL REVENUE SERVICE | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 109.22 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|------------------------|--------------------|--|---------|----------------------------|----------|
| | | | 5/16/12 | MEDICARE WITHHOLDING | 25.52 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 22.30 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 22.30 |
| | | | 5/16/12 | BLUE CROSS BLUE SHIELD | 89.20 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 19.44 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 19.44 |
| | | | 5/04/12 | DELTA DENTAL OF KANSAS | 4.92 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 4.92 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 13.07- |
| | | | 5/16/12 | KPERS #1 | 96.85 |
| | | | 5/16/12 | KPERS #2 | 6.01- |
| | | | 5/16/12 | KPERS #2 | 44.04 |
| | | INCODE | 5/16/12 | Web - Utilities Inquiry - | 106.66 |
| | | CARD CENTER | 4/30/12 | SWANA-MEMBERSHIP | 228.00 |
| | | | | TOTAL: | 773.73 |
| EMPLOYEE BENEFITS | EMPLOYEE BENEFITS | DELTA DENTAL (PREMIUMS) | 5/17/12 | PREMIUMS MAY 2012 | 1,299.36 |
| | | NATHAN DIXON | 5/15/12 | REFUND-TERMINATION-OVRCHAR | 37.16 |
| | | | | TOTAL: | 1,336.52 |
| NON-DEPARTMENTAL | DRUG & ALCOHOL ABU | INTERNAL REVENUE SERVICE | 5/16/12 | FEDERAL WITHHOLDING | 335.71 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 34.32 |
| | | ING LIFE INSURANCE & ANNUITY COMPANY | 5/16/12 | ING | 7.61 |
| | | AMERICAN UNITED LIFE INSURANCE COMPANY | 5/18/12 | AMERICAN UNITED LIFE | 0.59 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 39.15 |
| | | JUNCTION CITY POLICE | 5/18/12 | JCPOA | 23.10 |
| | | KANSAS DEPT OF REVENUE | 5/16/12 | STATE WITHHOLDING | 124.56 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KP&F | 168.66 |
| | | FLEXIBLE SPENDING ACCOUNT #41807030 | 5/16/12 | FIRST STATE BANK | 3.35 |
| | | UNITED WAY OF JUNCTION CITY-GEARY COUN | 5/16/12 | UNITED WAY | 0.30 |
| | | | | TOTAL: | 737.35 |
| DRUG & ALCOHOL ABUSE | DRUG & ALCOHOL ABU | INTERNAL REVENUE SERVICE | 5/16/12 | MEDICARE WITHHOLDING | 34.32 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 156.64 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 10.94 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 11.53 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KP&F | 398.54 |
| | | | | TOTAL: | 611.97 |
| NON-DEPARTMENTAL | SPECIAL LE TRUST F | INTERNAL REVENUE SERVICE | 5/16/12 | FEDERAL WITHHOLDING | 33.57 |
| | | | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 21.59 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 7.45 |
| | | ING LIFE INSURANCE & ANNUITY COMPANY | 5/16/12 | ING | 25.00 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 18.58 |
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 5.33 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 5.33 |
| | | KANSAS DEPT OF REVENUE | 5/16/12 | STATE WITHHOLDING | 13.61 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 21.85 |
| | | FLEXIBLE SPENDING ACCOUNT #41807030 | 5/16/12 | FIRST STATE BANK | 8.34 |
| | | | | TOTAL: | 160.65 |
| SPECIAL LAW ENFORCEMEN | SPECIAL LE TRUST F | INTERNAL REVENUE SERVICE | 5/16/12 | SOCIAL SECURITY WITHHOLDIN | 31.87 |
| | | | 5/16/12 | MEDICARE WITHHOLDING | 7.45 |
| | | BLUE CROSS BLUE SHIELD OF KS | 5/16/12 | BLUE CROSS BLUE SHIELD | 74.33 |
| | | CENTURY LINK | 5/21/12 | M051502583 DTF PHONE SERVI | 38.31 |
| | | KA-COMM | 5/21/12 | 108066 CHANGE OUT UNIT 228 | 1,673.38 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT |
|-----------------------|--------------------|---------------------------|---------|----------------------------|----------|
| | | DELTA DENTAL (PAYROLL) | 5/04/12 | DELTA DENTAL OF KANSAS | 10.80 |
| | | | 5/18/12 | DELTA DENTAL OF KANSAS | 10.80 |
| | | GEARY COUNTY PUBLIC WORKS | 5/17/12 | DTF FUEL APRIL 2012 | 588.38 |
| | | KANSAS PUBLIC EMPLOYEES | 5/16/12 | KPERS #1 | 5.46 |
| | | | 5/16/12 | KPERS #1 | 40.09 |
| | | NEX-TECH | 5/23/12 | DRUG TASK FORCE | 5.23 |
| | | CARD CENTER | 5/15/12 | WATERS - POPCORN | 14.61 |
| | | | 5/15/12 | HOBBY LOBBY-CITIZEN CERTIF | 65.99 |
| | | | 5/15/12 | 726 J&R THROTTLE #229 | 55.00 |
| | | | 5/15/12 | ER DETAIL-PATROL VEHICLE D | 900.00 |
| | | | 5/15/12 | ORSCHELNS-TOOL BOX #228 | 299.99 |
| | | | | TOTAL: | 3,810.77 |
| LAW ENFORCEMENT TRAIN | LAW ENFORCEMENT TR | CARD CENTER | 5/15/12 | APPLEBEES-TASER TRNG #203, | 31.84 |
| | | | 5/15/12 | DAYS INN-TASER TRNG #203,1 | 81.85 |
| | | | 5/15/12 | DAYS INN-TASER TRNG #203,1 | 81.85 |
| | | | 5/15/12 | KENS PIZZA-TASER TRNG #203 | 15.73 |
| | | | 5/15/12 | SAFE KS-DISASTER TRNG #56 | 29.00 |
| | | | 5/15/12 | SUPER 8-SWAT TRNG #749 | 232.92 |
| | | | 5/15/12 | MCDONALDS-SWAT TRNG #749 | 4.33 |
| | | | 5/15/12 | SUBWAY-SWAT TRNG #749 | 7.33 |
| | | | 5/15/12 | SUBWAY-SWAT TRNG #749 | 7.31 |
| | | | 5/15/12 | MERIDYS-SWAT TRNG #749 | 8.93 |
| | | | 5/15/12 | PIZZA HUT-SWAT TRNG #749 | 7.57 |
| | | | 5/15/12 | GELLA'S DINER-SWAT TRNG #7 | 16.23 |
| | | | 5/15/12 | PILOT-SWAT TRNG #749 | 18.00 |
| | | | 5/15/12 | JCCC-NORTH HOLLYWOOD TRNG# | 69.00 |
| | | | 5/15/12 | JCCC-NORTH HOLLYWOOD TRNG# | 69.00 |
| | | | 5/15/12 | JCCC-NORTH HOLLYWOOD TRNG# | 69.00 |
| | | | 5/15/12 | KTA-TOLL FEES N HOLLYWOOD | 2.50 |
| | | | 5/15/12 | KTA-TOLL FEES N HOLLYWOOD | 2.50 |
| | | | 5/15/12 | KTA-TOLL FEES INTERVIEW TR | 2.50 |
| | | | 5/15/12 | MINSKYS-INT & INT TRNG #78 | 13.06 |
| | | | 5/15/12 | STARBUCKS-INT & INT TRNG # | 7.41 |
| | | | 5/15/12 | FLAV OF INDIA-INT & INT TR | 9.74 |
| | | | 5/15/12 | STARBUCKS-INT & INT TRNG # | 4.95 |
| | | | 5/15/12 | CHAR CABOOSE-INT & INT TRN | 11.10 |
| | | | 5/15/12 | FIVE GUYS-INT & INT TRNG # | 11.98 |
| | | | 5/15/12 | CHIPOTLE-INT & INT TRNG #7 | 10.94 |
| | | | 5/15/12 | STARBUCKS-INT & INT TRNG # | 8.49 |
| | | | 5/15/12 | PANERA-INT & INT TRNG #78 | 9.80 |
| | | | 5/15/12 | CROWNE PLAZA-INT & INT TRN | 243.00 |
| | | | 5/15/12 | KTA-TOLL FEE INT & INT TRN | 2.50 |
| | | | 5/15/12 | NORTH HOLLYWOOD TRNG #178, | 69.00 |
| | | | 5/15/12 | NORTH HOLLYWOOD TRNG #178, | 69.00 |
| | | | | TOTAL: | 1,228.36 |
| DARE | LAW ENFORCEMENT TR | CARD CENTER | 5/15/12 | BRANDERS.COM-DARE INCENT-P | 430.25 |
| | | | 5/15/12 | QUALITY LOGO-DARE INCENT-P | 169.06 |
| | | | 5/15/12 | CREATIVE PRODUCT-DARE INCE | 144.45 |
| | | | | TOTAL: | 743.76 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT_ |
|-------------------------|---------------------------|-------------|------|-------------|------------|
| ===== FUND TOTALS ===== | | | | | |
| 01 | GENERAL FUND | | | | 433,616.92 |
| 02 | GRANTS | | | | 20,152.78 |
| 10 | SPIN CITY | | | | 5,072.39 |
| 12 | BOND & INTEREST | | | | 80,072.15 |
| 15 | WATER & SEWER FUND | | | | 50,380.73 |
| 17 | ROLLING MEADOWS GOLF FUND | | | | 59.95 |
| 18 | STORM WATER | | | | 18,158.08 |
| 19 | ECONOMIC DEVELOPMENT | | | | 617.91 |
| 22 | SPECIAL HIGHWAY FUND | | | | 603.06 |
| 23 | SANITATION FUND | | | | 3,007.51 |
| 35 | EMPLOYEE BENEFITS FUND | | | | 1,336.52 |
| 47 | DRUG & ALCOHOL ABUSE FUND | | | | 1,349.32 |
| 50 | SPECIAL LE TRUST FUND | | | | 3,971.42 |
| 54 | LAW ENFORCEMENT TRAINING | | | | 1,972.12 |
| ----- | | | | | |
| GRAND TOTAL: | | | | | 620,370.86 |
| ----- | | | | | |

TOTAL PAGES: 23

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF JUNCTION CITY, KS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 5/08/2012 THRU 5/29/2012

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: GL Post Date
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: APPROPRIATIONS- MAY 8-MAY 29 2012-CS
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

City of Junction City

City Commission

Agenda Memo

June 5th 2012

From: Cynthia Sinkler, Water Billing and Accounts Payable Manager
To: **City Commissioners**
Subject: Consideration of Appropriation Ordinance A-11 2012 dated May 8th –May 29th 2012 in the amount of \$620,370.86

Background: Attached is listing of the Appropriations for —May 8-May 29 2012

| | |
|---|----------------------------|
| Appropriations —May 8- May 29 2012 | <u>\$620,370.86</u> |
|---|----------------------------|

Bills Due before next Commission Meeting

| | |
|---------------------|--------------------------|
| Century Link | <u>\$2,778.74</u> |
|---------------------|--------------------------|

| | |
|----------------|--------------------------|
| Verizon | <u>\$2,267.58</u> |
|----------------|--------------------------|

EFT Payments due before next Commission Meeting

| | |
|-------------------------|---------------------------|
| Columbia Capital | <u>\$15,958.87</u> |
|-------------------------|---------------------------|

| | |
|---------------------|----------------------------|
| Veolia Water | <u>\$557,129.19</u> |
|---------------------|----------------------------|

| | |
|--------------------------------|---------------------------|
| Security Bank of Kansas | <u>\$99,965.15</u> |
|--------------------------------|---------------------------|

Backup material for agenda item:

- b. Consideration of the May 15, 2012 City Commission Meeting Minutes.

CITY COMMISSION MINUTES

May 15, 2012

7:00p.m.

CALL TO ORDER

The regular meeting of the Junction City Commission was held on Tuesday, May 15, 2012 with Mayor Pat Landes presiding.

The following members of the Commission were present: Cecil Aska, Scott Johnson, Pat Landes, Jim Sands, and Jack Taylor. Staff present was: City Manager Vernon, City Attorney Logan, and City Clerk Tyler Ficken.

CONSENT AGENDA

Consideration of Appropriation Ordinance A-10 2012 dated April 24th – May 7th 2012 in the amount of \$1,084,033.56. Commissioner Sands moved, seconded by Commissioner Aska to approve the consent agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of the May 1, 2012 City Commission Meeting Minutes & April 30, 2012 Special City Commission Meeting Minutes. Commissioner Sands moved, seconded by Commissioner Aska to approve the consent agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

The consideration and approval of the noise waiver, street and parking lot closure and barricades, use of electricity and the selling of food and beer for Jammin' in JC Blues and BBQ Festival from September 27 to September 30, 2012 in Heritage Park. Commissioner Sands moved, seconded by Commissioner Aska to approve the consent agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration and approval of award of bid for sanitary lift station emergency generator connections. Commissioner Sands moved, seconded by Commissioner Aska to approve the consent agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration and award of bid for (4) replacement garage doors at Fire Station I. Commissioner Sands moved, seconded by Commissioner Aska to approve the consent agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

SPECIAL PRESENTATIONS

Mayor Landes presented a Recovery Month proclamation to Pawnee Mental Health Services.

Emergency Medical Services Week proclamation was presented by Mayor Landes.

Mayor Landes read a proclamation claiming National Public Works Week in the City of Junction City as May 20-26, 2012.

UNFINISHED BUSINESS

Consideration of Ordinance S-3106 approving Dick Edwards Auto Plaza TIF Plan. City Attorney Logan presenting (Final Reading) City Attorney Logan stated that the project will not receive financing in the time allotted by the ordinance, and that has been reflected in the ordinance presented. City Attorney Logan stated that the developer may ask in the future that the 25% payment above the bond be placed back toward the bond payment, and not City revenue. City Attorney Logan stated that the Ordinance will be published when the conditions are satisfied. Commissioner Aska moved, seconded by Commissioner Sands to approve Ordinance S-3106 on final reading. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of Ordinance G-1112 to renew a franchise agreement with Westar Energy for use of City right-of-ways. Finance Director Beatty presenting (Final Reading). Finance Director Beatty stated that Westar requested a change to allow for the trimming of branches on private property which was recommended by City staff to be denied. Finance Director Beatty stated that Westar requested a change from 3 to 4 years whereas the City is responsible for charges involved in the moving of electric utilities more than once during that time period. City Attorney Logan stated that this is an entirely new provision. Commissioner Sands asked if the movement of street lights would be included in this provision. Finance Director Beatty stated that the lights would be considered an additional service, and not part on this policy. Commissioner Aska moved, seconded by Commissioner Taylor to approve Ordinance G-1112 on final reading. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: None. Motion carried.

NEW BUSINESS

Consideration of approval of the Final Plat of the Chestington Addition, a replat of Blocks 4 & 5, Schnell's Addition, to the City of Junction City, Kansas, and the approval of the Development Agreement. Planning & Zoning Director Yearout presenting. Commissioner Taylor moved, seconded by Commissioner Sands to approve of the Final Plat of the Chestington Addition, a replat of Blocks 4 & 5, Schnell's Addition, to the City of Junction City, Kansas, and the approval of the Development Agreement. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of Ordinance S-3108 a request of David Mulvey, agent for Konza Investments, Inc., owner of a motor vehicle towing, storage, repair and related activities in an existing commercial building on property at 2405 North Jackson, Junction City, Kansas. Planning & Zoning Director Yearout presenting. (First Reading). Commissioner Sands moved, seconded by Commissioner Johnson to approve Ordinance S-3108 on first reading. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of request from John York, agent, on behalf of Sally Jardine, owner, to rezone from "CSP" Special Commercial District to "RM" Multiple Family Residential District the property located at 701 Allen Drive, Junction City, Kansas. Planning & Zoning Director Yearout presenting. Commissioner Sands moved, seconded by Commissioner Johnson to approve Ordinance S-3107 on first reading. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration and discussion of the Public Works Operations Assumption Budget Summaries. City Manager Vernon stated that the public works assumption began over a year ago when the 2012 budget was developed. Mayor Landes asked how services will be provided by the City in contrast to Veolia. Public Works Director McCaffery stated that the street sweeping program is an example, as well as software upgrades for improved maintenance, and also software that will track complaints. Commissioner Johnson stated that the figures provided by the City are theoretical, and the City knows where it stands financially with Veolia. Public Works Director McCaffery stated that the City will provide service beyond what is currently provided by Veolia, such as a crack filling program, and a signs program. City Manager Vernon stated that Veolia's costs are not fixed, and on average, approximately \$150,000 per year has been spent of additional costs with Veolia. City Manager Vernon stated that he has 20+ years of experience in Public Works as does Public Works Director McCaffery, and Ray Ibarra knows the City blindfolded. Commissioner Taylor stated that he would like to see quarterly reports for the public assumption. Finance Director Beatty stated that when the Public Works operations become part of the City, the Commission will have control of expenses, which is not currently the case. Commissioner Aska asked what would occur if the projected savings do not come to fruition. City Manager Vernon stated that the programs would be re-assessed along with the Department Heads; City Manager Vernon stated that he is not opposed to contracting out services; sanitation could be privatized after a bid process for example. City Manager Vernon stated that command and control of the budget is needed. Commissioner Sands stated that the mill levy was increased last year, and he likes the idea that this change could help reduce taxes. Commissioner Sands stated that he likes the idea of a maintenance plan, and paying the City instead of Veolia. Commissioner Johnson stated that this is not a big savings, and it is expensive to let people go if that is what is required at the end of this. Commissioner Johnson stated that this will have little impact on property tax savings, less than \$25 per year. Mayor Landes

asked if problems will be fixed faster in the future, such as instances of pipe breaks. City Manager Vernon stated that the City will stockpile supplies so that parts will not need to be ordered and delivered. Mayor Landes stated that an advantage will be that the new hires will be required to live in Geary County. City Manager Vernon stated that two items will be presented to the Commission on June 5th.

COMMISSIONER COMMENTS

Commissioner Taylor stated that the trees need to be trimmed at Homer's Pond.

Commissioner Aska stated that the Run for the Wall event is next Sunday and the Bi-plane Fly In and Kansas Hog Rally are approaching.

Commissioner Johnson stated that the Animal Shelter Board is in a position as if he had never left; there needs to be increasingly strict laws regarding the poor treatment of animals. Regarding the public works assumption, Commissioner Johnson stated that it would be better to fix existing problems than take on new responsibilities.

Mayor Landes stated that people need to contact their Legislators regarding the importance of funding for US-77 projects. Mayor Landes stated that he would like to know more about disaster preparedness and recovery after listening to a presentation from the Harveyville Mayor. Mayor Landes reminded the Community that there is an election next year, and it is not too early to participate.

STAFF COMMENTS

City Manager Vernon stated that a US-77 meeting will be held at the Opera House, and a Coffee Conversation meeting will be held at La Fiesta. City Manager Vernon stated that he will kick off the budget season with CPM 101 survey results which compare Cities amongst each other.

ADJOURNMENT

Commissioner Sands moved, seconded by Commissioner Aska to adjourn at 8:45 p.m. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

APPROVED AND ACCEPTED THIS 5th DAY OF JUNE AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR MAY 15, 2012.

Tyler Ficken, City Clerk

Pat Landes, Mayor

Backup material for agenda item:

- c. Consideration to provide letter of support for Barton Community College to become a member of the Midwest OSHA Education Center Consortium (MOEC).

City of Junction City

City Commission

Agenda Memo

5-31-2012

From: Tyler Ficken, City Clerk
To: Gerry Vernon, City Manager
Subject: Consideration to provide letter of support for Barton Community College

Objective: Consideration to provide letter of support for Barton Community College to become a member of the Midwest OSHA Education Center Consortium (MOEC).

Explanation of Issue: City staff has provided at the request of Barton Community College a letter to support their endeavor to become a member of the Midwest OSHA Education Center Consortium (MOEC). The designation would allow Barton Community College to teach an additional 20 OSHA courses. If chosen, their sites would be unique in Kansas since no other campus in Kansas is a member of MOEC.

Budget Impact: None

Alternatives: It appears the Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve letter of support as requested.
2. Deny letter of support.

Enclosures: Request letter form Barton Community College, Letter of Support

Barton Community College is a key provider of customized business & industry training including the areas of Environmental, Health, and Safety. The College has been an OSHA training Satellite for many years offering both General Industry and Construction safety training in various formats including, 10 & 30 hour and train-the-trainer courses.

In an effort to provide even more services and courses, Barton has chosen to apply directly to OSHA to become an OSHA Training Institute (OTI) Education Center. This is the next step beyond Satellite status and if OSHA approved, Barton will be authorized to conduct over 20 additional OSHA courses, including a host of workplace areas and topics from Collateral Duty training for Federal Agencies to trainer courses in construction to safety recordkeeping and electrical standards. If Barton is selected to become an OTI Education Center, it will serve as the only center in Kansas and training will be available at out two institutional sites, i.e. it's Great Bend campus and its Grandview Plaza, Junction City site. In additional, customized training can designed to occur at an organization's worksite.

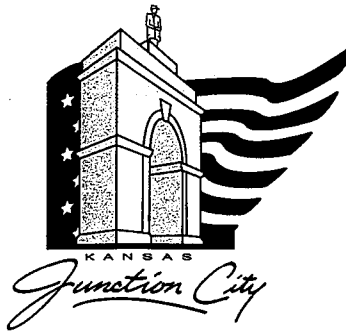
The application and selection process is competitive; therefore, there is a requirement for extensive adherence to strict requirements and guidelines. In addition to the College being evaluated on the quality of its staff, faculty, facilities, equipment, and overall capability, it must also provide supporting documentation from current and potential customers, intuitional partners, local community, and others that would benefit from having an OTI Education Center in the state.

We are requesting your assistance in this endeavor in the form of a letter of support. A sample letter is attached to assist you in developing your response. We will submit the completed application packet soon and would like to have your letter of support no later than Tuesday, May 29th.

If you have any questions, please contact John Truitt at 785-238-8550 Ext. 745 or email John at truittj@bartonccc.edu. Letters may be mailed to Mr. Truitt at Barton Community College, 100 Continental Avenue, Grandview Plaza, KS 66441.

Thank you for your consideration and support of this special request.

Pat Landes
Mayor



P. O Box 287
Municipal Building
Junction City, KS 66441
(785) 238-3103 ext.300

MAYOR'S OFFICE

June 5, 2012

To: OSHA Directorate of Training and Education

This letter is provided in support of Barton Community College's proposal to become a member of the Midwest OSHA Education Center Consortium (MOEC) as an OSHA Training Institute, OTI. Barton Community College has established itself as one of the premier providers of occupational safety and health, environmental compliance as well as hazardous materials training in the state of Kansas.

Barton Community College through its Hazardous Materials & Emergency Services Training Institute (HMESTI) has provided Household Hazardous Waste, HAZWOPER, Lab Safety, Transportation Hazardous Materials, and various other OSHA classes for 15 years across the state of Kansas.

A safety conscious work environment can be directly attributed to modification of employee behavior and quality training. Barton provides tailored quality training that supports our organization's environmental safety & health goals.

Organizations can realize significant savings in employee training due to the availability of this training in the state, including reduced travel costs. Coupled with experienced professional faculty and the ability to respond quickly to training requests, Barton is the perfect institution to become an OSHA Training Institute.

Sincerely,

Pat Landes
Mayor

Backup material for agenda item:

- d. Consideration of ambulance contractual obligation adjustments and bad debt adjustments (March 2012).

City of Junction City

City Commission

Agenda Memo

May 9, 2012

From: Michael Steinfert, Fire Chief
To: City Commission and City Manager
Subject: March 2012 Ambulance Adjustments

Objective: Approval of ambulance contractual obligation adjustments and bad debt adjustments.

Explanation of Issue: Contractual obligations are required write-off adjustments by contractual insurance providers such as Medicare, Medicaid, Blue Cross, etc. Bad debt adjustments are accounts in which we have exhausted billing efforts to collect. After the bad debt adjustments, these accounts are forwarded to a collection agency and the Kansas Setoff Program.

Budget Impact:

| | |
|-----------------------------------|-------------|
| Contractual Obligation Adjustment | \$28,415.03 |
| Bad Debt Adjustment | \$13,725.18 |

Alternatives: It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve ambulance contractual obligation and bad debt adjustments in the amounts listed.
2. Disapprove ambulance contractual obligation and bad debt adjustments in the amounts listed.
3. Modify the proposal...
4. Table the request.

Recommendation: Staff recommends approval of adjustments as listed

Enclosures:

Backup material for agenda item:

- e. Consideration of ambulance contractual obligation adjustments and bad debt adjustments (April 2012).

City of Junction City

City Commission

Agenda Memo

May 9, 2012

From: Michael Steinfert, Fire Chief
To: City Commission and City Manager
Subject: April 2012 Ambulance Adjustments

Objective: Approval of ambulance contractual obligation adjustments and bad debt adjustments.

Explanation of Issue: Contractual obligations are required write-off adjustments by contractual insurance providers such as Medicare, Medicaid, Blue Cross, etc. Bad debt adjustments are accounts in which we have exhausted billing efforts to collect. After the bad debt adjustments, these accounts are forwarded to a collection agency and the Kansas Setoff Program.

Budget Impact:

| | |
|-----------------------------------|-------------|
| Contractual Obligation Adjustment | \$39,995.58 |
| Bad Debt Adjustment | \$15,939.29 |

Alternatives: It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve ambulance contractual obligation and bad debt adjustments in the amounts listed.
2. Disapprove ambulance contractual obligation and bad debt adjustments in the amounts listed.
3. Modify the proposal...
4. Table the request.

Recommendation: Staff recommends approval of adjustments as listed

Enclosures:

Backup material for agenda item:

- f. Consideration and Award of Bid - Grant Avenue Bridge Repairs Project.

City of Junction City

City Commission

Agenda Memo

June 5, 2012

From: Gregory S. McCaffery, Municipal Services Director
To: City Commission and Gerry Vernon, City Manager
Subject: Award of Bid – Grant Avenue Bridge Repairs Project

Objective: The consideration and approval of the award of bid to J & K Contracting, LC, Junction City, KS – Grant Avenue Bridge Repairs.

Explanation of Issue: The City has budgeted funding for various street maintenance improvements within the 2012 budget. City staff has identified the need to complete various minor repairs to the Grant Avenue Bridge as part of the 2012 program.

The work would entail embankment re-stabilization along the south bound side of the Grant Avenue Bridge with flowable fill, embankment materials and rip-rap.

The City has advertised for bids within The Daily Union for bids on this project, also placing the advertisement on the City's website. Two bids were received for this project. These bids are as follows:

| Bidder | Bid Amount | Engineer's Estimate |
|---|-------------|---------------------|
| *J & K Contracting, LC (Junction City) | \$17,845.00 | \$28,965.00 |
| Ebert Construction Co., Inc. (Wamego, KS) | \$57,211.53 | |

***Low Bid**

A bid tab is attached, outlining the scope of the project. City staff has reviewed these bids and recommends proceeding with the project at this time given the existing condition of the bridge section and the bids received. Note City staff, has conferred with the low bidder in order to ensure they are able to complete the project, given the bid amount and the difference from the Engineer's Estimate, and they have indicated they are confident they are able to complete the project.

Should the City Commission approve the award of bid it is anticipated the work would be completed within the next 45 days, and take approximately One week to complete.

Budget Impact: Funding for this project is available within the Street Fund

Alternatives:

The City Commission may approve, modify, table or deny the bid/ contract request

Special Considerations: The City staff has received no comments from the public on this item.

Recommendation: Staff recommends approval of the award of bid for the Grant Avenue Repairs in the amount not to exceed \$17,845.00 to J & K Contracting, Junction City, KS.

Suggested Motion: Move to approve the award of bid with J & K Contracting, Junction City, KS with an amount not to exceed \$17,845.00, as presented.

Enclosures: Grant Avenue Bridge Repairs Project - Bid Tabulation



KAW VALLEY ENGINEERING, INC.

May 24, 2012
A11D5844

Mr. Greg McCaffery
Assistant City Manager
City of Junction City, KS
P.O. Box 287
Junction City, KS 66441



**RE: Recommendation of Award of Contract
Grant Avenue Republican River Bridge Grading
& Erosion Rehabilitation – Junction City, Kansas**

Dear Mr. McCaffery:

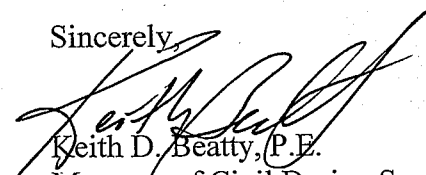
Please find enclosed the Bid Tabulation Sheet for the above-referenced improvements.

J & K Contracting, LC was the low bidder and was well below the Engineer's Estimate.

We, therefore, recommend award of this contract to J & K Contracting, LC in the amount of \$17,845.00.

As planned, if you would please present this to the City Commission for award of contract at their next regular meeting on June 5, 2012.

Sincerely,


Keith D. Beatty, P.E.
Manager of Civil Design Services

KDB:slm
Attachment

xc: J & K Contracting, LC
Ebert Construction Co., Inc.

\\WCSEVER2\Projects\A11_5844\Design\Correspondence\Ltr To G Mccaffery Re Recommendation Of Award.Docx

other locations

Kansas City, Missouri • Le 50 a, Kansas • Salina, Kansas

BID TABULATION SHEET

KAW VALLEY ENGINEERING, INC.
2319 North Jackson, PO Box 1304
Junction City, KS 66441
Tel: 785-762-5040

**GRANT AVENUE REPUBLICAN RIVER BRIDGE GRADING
& EROSION REHABILITATION JUNCTION CITY, KANSAS**

Project No.:

A11D5844

Date:

May 24, 2012

Page:

1 of 1

| Item | Qty | Unit | Engineer's Estimate | | J & K Contracting, LC | | Ebert Construction Co., Inc. | | Total Price | Unit Price | Total Price | Unit Price | Total Price |
|--|-----|------|---------------------|-------------|-----------------------|-------------|------------------------------|-------------|-------------|------------|-------------|------------|-------------|
| | | | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | | | | | |
| 1. Mobilization | 1 | L.S. | \$7,000.00 | \$7,000.00 | \$2,500.00 | \$2,500.00 | \$9,689.49 | \$9,689.49 | | | | | |
| 2. Clearing and Grubbing | 1 | L.S. | \$3,000.00 | \$3,000.00 | \$2,500.00 | \$2,500.00 | \$4,100.56 | \$4,100.56 | | | | | |
| 3. Embankment | 28 | C.Y. | \$42.50 | \$1,190.00 | \$15.00 | \$420.00 | \$250.21 | \$7,005.88 | | | | | |
| 4. Flowable Fill (Class II) | 45 | C.Y. | \$100.00 | \$4,500.00 | \$85.00 | \$3,825.00 | \$327.19 | \$14,723.55 | | | | | |
| 5. Rip Rap | 90 | Ton | \$62.50 | \$5,625.00 | \$50.00 | \$4,500.00 | \$75.82 | \$6,823.80 | | | | | |
| 6. Traffic Control | 1 | L.S. | \$5,000.00 | \$5,000.00 | \$1,000.00 | \$1,000.00 | \$3,845.27 | \$3,845.27 | | | | | |
| 7. Barrier Relocation | 1 | L.S. | \$2,500.00 | \$2,500.00 | \$2,500.00 | \$2,500.00 | \$8,700.22 | \$8,700.22 | | | | | |
| 8. Seeding (150 SF) | 1 | L.S. | \$150.00 | \$150.00 | \$600.00 | \$600.00 | \$2,322.76 | \$2,322.76 | | | | | |
| | | | | \$28,965.00 | | | | | \$17,845.00 | | | | |
| TOTAL BID USING ASPHALT SURFACING | | | | | | | | | \$57,211.53 | | | | |

Backup material for agenda item:

- g. Consideration and Award of Bid for the 2012 Street Striping Program.

City of Junction City

City Commission

Agenda Memo

June 5, 2012

From: Gregory S. McCaffery, Assistant City Manager
To: City Commission and Gerry Vernon, City Manager
Subject: Award of Bid – 2012 Street Striping Program

Objective: The consideration and approval of the award of bid to Twin Traffic Marking Corp. – 2012 Street Striping Program.

Explanation of Issue: The City has budgeted funding for various street maintenance improvements within the 2012 budget, with one of these being street striping. City staff has evaluated and identified various streets which are within the overall street network which should be striped and are in need of being re-striped as part of the City's overall maintenance.

This striping program would entail the re-striping the various mainline arterials and collector streets within the City.

The City has advertised for bids within The Daily Union, direct solicited two of the major striping contractors within the eastern half of Kansas and placed the advertisement on the City's website for bids on this program. A total of two bids were submitted, with the bids being tabulated below:

| Bidder | Bid Amount | Engineer's Estimate |
|---|-------------------|----------------------------|
| Twin Traffic Marking, Corp. (Kansas City, KS) | \$37,535.60 | \$52,508.50 |
| RoadSafe Traffic Systems (El Dorado, KS) | \$72,353.80 | |

A bid tab is attached, outlining the scope of the program. City staff has reviewed these bids and recommends proceeding with the program at this time given the time of the construction season, the amount of the bids received and need to have this work completed as a means to improve traffic safety within the City at this time.

Should the City Commission approve the award of bid it is anticipated the street striping would be completed by the end of June 2012.

Budget Impact: Funding for this project is available within the Street Fund

Alternatives: The City Commission may approve, modify, table or deny the bid/ contract request

Special Considerations: The City staff has received no comments from the public on this item.

Recommendation: Staff recommends approval of the award of bid for the 2012 Street Striping Program in the amount not to exceed \$37,535.60 to Twin Traffic Marking Corp., of Kansas City, KS.

Suggested Motion: Move to approve the award of bid with Twin Traffic Marking Corp., of Kansas City, KS with an amount not to exceed \$37,535.60, as presented.

Enclosures: 2012 Street Striping Project - Bid Tabulation
Proposals
Street Locations and Map

PROPOSAL

TO THE CITY COMMISSION
CITY OF JUNCTION CITY, KANSAS

Commissioners:

The undersigned hereby certifies that he or she has carefully examined the specifications and other contract documents; has fully investigated the location, character, and extent of the work to be done and the materials to be furnished in connection with the construction of the **2012 STREET STRIPING PROGRAM** in the City of Junction City, Kansas. He or she further certifies that he or she is familiar with the type of construction work involved throughout the scope of the project and understands that, in signing this proposal, he or she waives all right to plead any misunderstanding regarding same.

1. The undersigned proposes to furnish all tools, appliances, equipment, materials, and labor required to complete the construction in a thorough, workmanlike and satisfactory manner in accordance with the specifications and contract documents for the following prices:

1a. The undersigned proposes to apply the contracted bid price and quantities for street marking as described in item no. 1 above.

| Item No. | Description | Quantity | Unit | Unit Price | Total |
|----------|---|----------|------|------------|-------------|
| 1 | Pavement Marking (Paint) (White Skip) (4") | 78,325 | L.F. | \$.19 | \$14,881.75 |
| 2 | Pavement Marking (Paint) (White Fog) (4") | 18,880 | L.F. | \$.19 | \$3,587.20 |
| 3 | Pavement Marking (Paint) (Double Yellow) (4") | 59,490 | L.F. | \$.39 | \$23,201.10 |
| 4 | Pavement Marking (Paint) (Solid Yellow) (4") | 61,050 | L.F. | \$.19 | \$11,599.50 |
| 5 | Pavement Marking (Paint) (Yellow Skip) (4") | 51,360 | L.F. | \$.19 | \$9,758.40 |
| 6 | Pavement Marking (Paint) (Solid White) (4") | 3,715 | L.F. | \$.19 | \$705.85 |
| 7 | Pavement Glass Bends (Type 1) | 1 | L.S. | \$8620.00 | \$8620.00 |

TOTAL

\$ 72,353.80

2. The undersigned anticipates that materials and equipment will be on hand at the site in sufficient quantities to commence construction on or before **June 18, 2012**; and the project will be substantially complete and ready for use by **June 29, 2012**. Substantial completion includes marking of all listed streets and removal of all temporary traffic control devices and equipment.

3. The undersigned acknowledges receipt of the following addenda:

1. _____
2. _____
3. _____

Signed this 23rd day of May, 2012

BIDDER: RoadSafe Traffic Systems

ADDRESS: 805 N. Haverhill Rd
El Dorado, Ks 67042

BY: Adam Brenton

TITLE: Operations Manager

PROPOSAL

TO THE CITY COMMISSION
CITY OF JUNCTION CITY, KANSAS

Commissioners:

The undersigned hereby certifies that he or she has carefully examined the specifications and other contract documents; has fully investigated the location, character, and extent of the work to be done and the materials to be furnished in connection with the construction of the **2012 STREET STRIPING PROGRAM** in the City of Junction City, Kansas. He or she further certifies that he or she is familiar with the type of construction work involved throughout the scope of the project and understands that, in signing this proposal, he or she waives all right to plead any misunderstanding regarding same.

1. The undersigned proposes to furnish all tools, appliances, equipment, materials, and labor required to complete the construction in a thorough, workmanlike and satisfactory manner in accordance with the specifications and contract documents for the following prices:

1a. The undersigned proposes to apply the contracted bid price and quantities for street marking as described in item no. 1 above.

| Item No. | Description | Quantity | Unit | Unit Price | Total |
|----------|---|----------|------|------------|--------------|
| 1 | Pavement Marking (Paint) (White Skip) (4") | 78,325 | L.F. | .01 | \$ 783.25 |
| 2 | Pavement Marking (Paint) (White Fog) (4") | 18,880 | L.F. | .11 | \$ 2,076.80 |
| 3 | Pavement Marking (Paint) (Double Yellow) (4") | 59,490 | L.F. | .22 | \$ 13,087.80 |
| 4 | Pavement Marking (Paint) (Solid Yellow) (4") | 61,050 | L.F. | .11 | \$ 6,715.50 |
| 5 | Pavement Marking (Paint) (Yellow Skip) (4") | 51,360 | L.F. | .01 | \$ 513.60 |
| 6 | Pavement Marking (Paint) (Solid White) (4") | 3,715 | L.F. | .11 | \$ 408.65 |
| 7 | Pavement Glass Bends (Type 1) | 1 | L.S. | 13,950.00 | \$ 13,950.00 |

TOTAL

\$ 37,535.60

2. The undersigned anticipates that materials and equipment will be on hand at the site in sufficient quantities to commence construction on or before **June 18, 2012**; and the project will be substantially complete and ready for use by **June 29, 2012**. Substantial completion includes marking of all listed streets and removal of all temporary traffic control devices and equipment.

3. The undersigned acknowledges receipt of the following addenda:

1. _____
2. _____
3. _____

Signed this 29 day of May, 2012

BIDDER: Twin Traffic Marking Corp.

ADDRESS: 6216 N. 47th St. Kansas City, KS. 66102

BY: _____

TITLE: _____

Bid Tabulation

City of Junction City
Engineering Department

2012 Street Striping Program

5/30/2012

10:00 AM

Engineering

Bid:

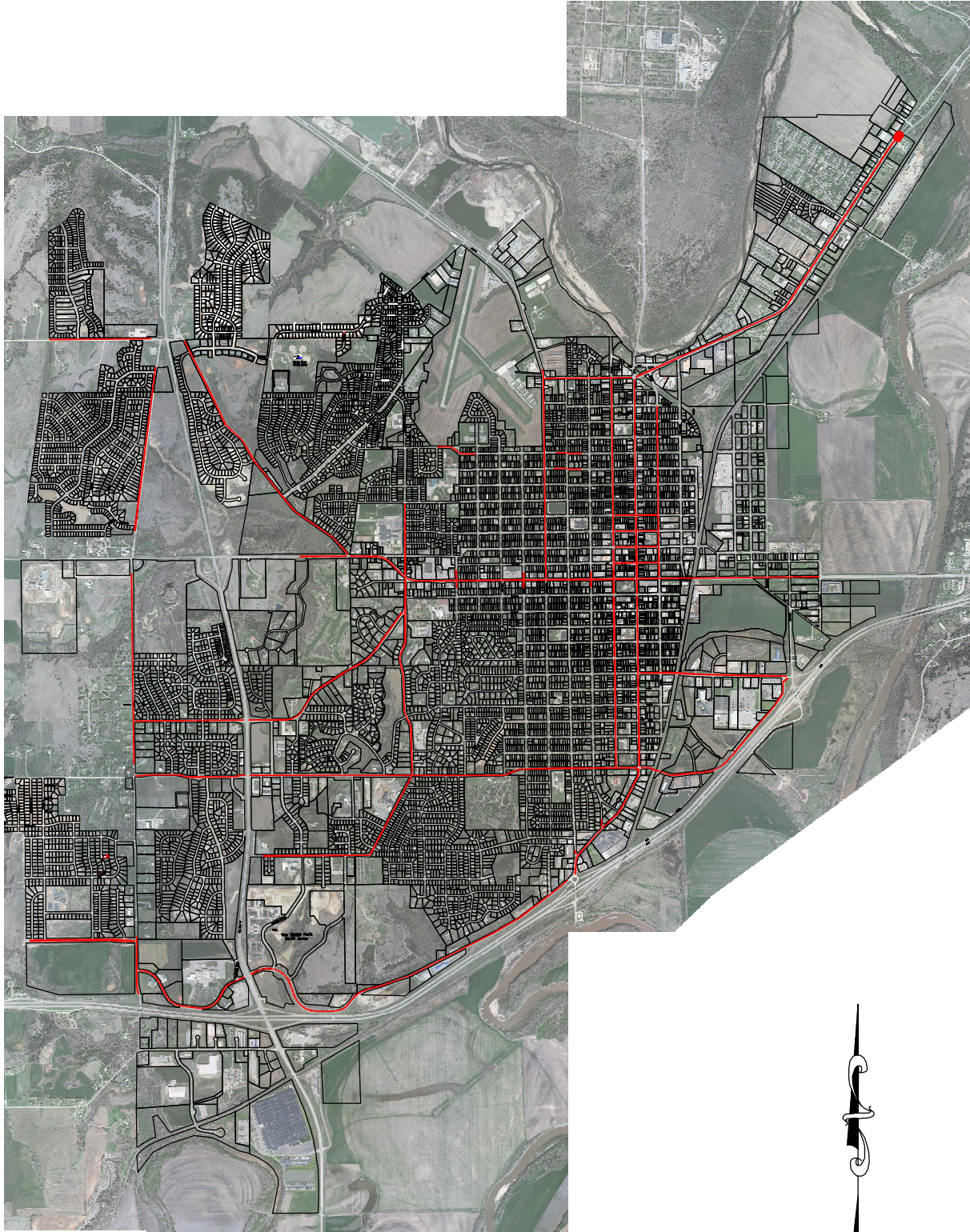
Date:

Time:

Department:

| Item No. | Description | Quantity | Unit | Twin Traffic Marking Corp | | Engineer's Estimate | |
|----------|---|----------|------|---------------------------|--------------|---------------------|--------------|
| | | | | Unit Price | Total | Unit Price | Total |
| 1 | Pavement Marking (Paint) (White Skip) (4") | 78,325 | L.F. | \$ 0.01 | \$ 783.25 | \$ 0.08 | \$ 6,266.00 |
| 2 | Pavement Marking (Paint) (White Fog) (4") | 18,880 | L.F. | \$ 0.11 | \$ 2,076.80 | \$ 0.15 | \$ 2,832.00 |
| 3 | Pavement Marking (Paint) (Double Yellow) (4") | 59,490 | L.F. | \$ 0.22 | \$ 13,087.80 | \$ 0.30 | \$ 17,847.00 |
| 4 | Pavement Marking (Paint) (Solid Yellow) (4") | 61,050 | L.F. | \$ 0.11 | \$ 6,715.50 | \$ 0.15 | \$ 9,157.50 |
| 5 | Pavement Marking (Paint) (Yellow Skip) (4") | 51,360 | L.F. | \$ 0.01 | \$ 513.60 | \$ 0.08 | \$ 4,108.80 |
| 6 | Pavement Marking (Paint) (Solid White) (4") | 3,715 | L.F. | \$ 0.11 | \$ 408.65 | \$ 0.08 | \$ 297.20 |
| 7 | Pavement Glass Bends (Type 1) | 1 | L.S. | \$ 13,950.00 | \$ 13,950.00 | \$ 12,000.00 | \$ 12,000.00 |
| TOTAL | | | | | \$ 37,535.60 | | \$ 52,508.50 |

| CITY STREET MARKINGS: 2012 | | | | | | | | | |
|---|--|---------------|---------------|----|------------------|----|-----------------|---------------|----------------|
| | | Ft | White Fog | Ft | Double Yellow | Ft | Solid Yellow | Ft | Solid White |
| Street | | White Skip | | | | | Yellow Skip | | |
| Grant Avenue -- Washington Street to Fort Riley | | 19,400 | 12,200 | | 3,300 | | | | 530 |
| Washington Street -- 18th Street to 10th Street | | 6,600 | | | 1,860 | | | | 330 |
| Washington Street -- 10th Street to 5th Street | | | | | | | | | 500 |
| Washington Street -- 5th Street to Ash Street | | | | | | | | | |
| Washington Street -- Ash Street to Round-A-Bout | | | | | | | | | |
| Jefferson Street -- 18th Street to 8th Street | | | | | | | | | |
| Jefferson Street -- 8th Street to 5th Street | | | | | 325 | | | | 0 |
| Jefferson Street -- 5th Street to 1st Street | | | | | 1,500 | | | | |
| Jefferson Street -- 1st Street to Ash Street | | | | | 0 | | | | |
| Franklin Street -- 17th Street to 6th Street | | | | | 0 | | | | 0 |
| Franklin Street -- 6th Street to Elm Street | | | | | | | | | |
| Jackson Street -- 6th Street to City Limits | | 10,000 | | | 5,000 | | | | 305 |
| Eisenhower -- Ash Street to 6th Street | | 9,550 | | | 4,775 | | | | 200 |
| Eisenhower -- 6th Street to 11th Street | | | | | | | | | |
| Saint Mary's Road -- Ash Street to Main Street | | | | | 0 | | | | |
| Spring Valley Road -- Rucker Road to K-18 | | | | | 0 | | | | 8,200 |
| Spring Valley Road -- K-18 to Ash Street | | | | | 2,200 | | | | 8,500 |
| South Spring Valley Road -- Strauss Blvd. to US-40 | | | | | 1,250 | | | | 850 |
| Rucker Road -- 8th Street to US-77 | | | | | | | | | 90 |
| Rucker Road -- US-77 to City Limits | | 4,800 | | | | | | | 200 |
| Strauss Boulevard -- Spring Valley Road to Clover Drive | | | | | | | | | |
| 8th Street -- Rucker Road to City Limits | | | | | 3,000 | | | | |
| McFarland Road -- Spring Valley Road to US-77 | | | 940 | | | | | | 260 |
| McFarland Road -- US-77 to Eisenhower Road | | | | | 4,700 | | | | |
| West Ash Street -- Spring Valley Road to US-77 | | | | | 2,480 | | | | |
| Ash Street -- US-77 to Washington Street | | | | | 5,425 | | | | |
| East Ash Street -- Washington Street to Round-A-Bout | | | | | 4,600 | | | | |
| Lacy Drive -- Spring Valley Road to US-77 | | | | | | | | | 75 |
| Goldenbelt Boulevard -- US-77 to Round-A-Bout | | | | | 2,600 | | | | |
| 6th Street -- Rucker Road to Washington Street | | 14,400 | | | 7,200 | | | | |
| East Chestnut Street -- Washington Street to Round-A-Bout | | 8,800 | | | 4,400 | | | | |
| East Chestnut Street -- Washington Street to Round-A-Bout | | 525 | 5,750 | | | | | | 375 |
| 18th Street -- Jackson Street to Washington Street | | 4,250 | | | 2,125 | | | | |
| 14th Street -- Calhoun to Parkside | | | | | 810 | | | | |
| 14th Street -- 1/2 blk E. of Madison to 1/2 blk W. of Madison | | | | | | | | | 350 |
| 13th Street -- 1/2 blk E. of Madison to 1/2 blk W. of Madison | | | | | | | | | 250 |
| 10th Street -- Jefferson to Franklin | | | | | | | | | 1,050 |
| 9th Street -- Jefferson to Franklin | | | | | | | | | 1,050 |
| 8th Street -- Jefferson to Franklin | | | | | | | | | 1,050 |
| 7th Street -- Jefferson to Franklin | | | | | | | | | 1,050 |
| Adams Street -- 1/2 blk to South Washington Street | | | | | | | | | 140 |
| Madison Street -- 1/2 blk to South Washington Street | | | | | 90 | | | | |
| Garfield Street -- 1/2 blk N. of 6th Street to 1/2 blk S. of 6th Street | | | | | 350 | | | | |
| Webster Street -- 1/2 blk N. of 6th Street to 1/2 blk S. of 6th Street | | | | | 350 | | | | |
| Adams Street -- 1/2 blk N. of 6th Street to 1/2 blk S. of 6th Street | | | | | 350 | | | | |
| East 8th Street -- Franklin to End | | | | | 800 | | | | |
| TOTALS | | 78,325 | 18,890 | | 59,490 | | 61,050 | 51,360 | 3,715 |



ENGINEERING DEPARTMENT
CITY OF JUNCTION CITY, KANSAS
700 N. JEFFERSON
JUNCTION CITY, KS 66441
(785) 238-3103

CITY OF JUNCTION CITY
A LOCATION MAP

61

DATE: May 2012

DRWN: K. Finger

FILE:

Aerial Location Map
2012 Current City Striping

Backup material for agenda item:

- h. Consideration and Approval of Award of Bid for the Safe Routes to School (Sidewalk) Program.

City of Junction City

City Commission

Agenda Memo

June 5, 2012

From: Gregory S. McCaffery, Municipal Services Director
To: City Commission and Gerry Vernon, City Manager
Subject: Award of Bid – Safe Routes to School (Sidewalk) Project

Objective: The consideration and approval of the award of bid to J & K Contracting, LC
– Safe Routes to School Project.

Explanation of Issue: The City has budgeted funding for various street and sidewalk maintenance improvements within the 2012 budget. City staff has been working on moving forward a project, safe routes to school, in which the City had delayed as a result of funding availability over the last several years. The project entails providing new sidewalk, handicap ramps, signage, striping in and around the Eisenhower, Franklin, Lincoln, Sheridan, Washington and Westwood Elementary Schools, as part of a Safe Routes to School (SRTS) grant, in which the City was a recipient of, back in 2009. This project is further being partnered with the USD 475 School District, with the City match coming from the striping and signage work being undertaken by the City's public works operations.

The City advertised for bids within The Daily Union, on the City website and the Kansas Construction News Report for this project. Only one bid was received for this project, with the bid being tabulated below:

| Bidder | Bid Amount | Engineer's Estimate |
|--|-------------------|----------------------------|
| *J & K Contracting, LC (Junction City, KS) | \$298,185.50 | \$299,154.00 |

*Low Bid

A bid tab is attached, outlining the scope of the project. City staff has reviewed this bid and recommends proceeding with the project at this time give the time of the construction season, the amount of the bid received and the desire to use the grant funds which have been provided. Note a SRTS grant in the amount of \$260,000 will fund in part this project, with USD 475 funding approximately \$39,151. The City's share will be through providing the striping and signage in and around the crossing through the street fund.

Should the City Commission approve the award of bid it is anticipated the project would start upon school letting out for the summer and be completed near the start-up of the school year in the fall 2012, including all necessary striping and signage.

Budget Impact: Funding for this project is available within the Street Fund

Alternatives: The City Commission may approve, modify, table or deny the bid/ contract request

Special Considerations: The City staff has received no comments from the public on this item.

Recommendation: Staff recommends approval of the award of bid for the Safe Routes to School sidewalk project in an amount not to exceed \$298,185.50 to J & K Contracting, LC of Junction City, KS.

Suggested Motion: Move to approve the award of bid to J & K Contracting, LC of Junction City, KS, with an amount not to exceed \$298,185.50 as presented.

Enclosures: Safe Routes to School Sidewalk Project - Bid Tabulation

May 29, 2012

Mr. Greg McCaffery, P.E.
Municipal Services Director
City of Junction City
700 N. Jefferson Street
Junction city, KS 66441

Re: Junction City Phase 2 Safe Routes to School
KDOT Project No. 31 U-2159-02
57391010.00

Dear Mr. McCaffery:

Alfred Benesch & Company is pleased to have helped in the bid opening for the project referenced above. The project was advertised in the Daily Union, on the City's web site, with Kansas Construction News Report, iSQFT, and ePlan of Missouri. In addition, announcements were sent to a number of contractors who have requested that they be notified whenever we have a project bidding. Subsequently, six sets of plans were requested and distributed. Three of the requestors were general contractors.

On May 29, 2012, bids were received, opened and read aloud for the Safe Routes to School sidewalk construction project referenced above. One bid was received. The low bid was submitted by J&K Contracting L.C. in the amount of \$298,185.50. A math error was discovered resulting in the actual bid \$20 lower than the bid read aloud at the bid opening. We can find no reason for not recommending that the City enter into an agreement with J&K Contracting, L.C.

Sincerely,
Alfred Benesch & Company



Charles A. Bartlett, P.E.
Senior Project Manager

SAFE ROUTES TO SCHOOL - PHASE 2

JUNCTION CITY, KANSAS

| ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST | | | | | | | | J&K Contracting L.C. | |
|--|--|--------------|-------|--------------|---------------|--------------|---------------|----------------------|--|
| ITEM | DESCRIPTION | BID QUANTITY | UNITS | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | | |
| 1 | MOBILIZATION | 1 | LS | \$ 20,000.00 | \$ 20,000.00 | \$ 10,000.00 | \$ 10,000.00 | | |
| 2 | CONSTRUCTION STAKING | 1 | LS | \$ 1,500.00 | \$ 1,500.00 | \$ 7,000.00 | \$ 7,000.00 | | |
| 3 | CLEARING AND GRUBBING | 1 | LS | \$ 10,500.00 | \$ 10,500.00 | \$ 5,000.00 | \$ 5,000.00 | | |
| 4 | REMOVAL OF EXISTING STRUCTURES | 1 | LS | \$ 2,000.00 | \$ 2,000.00 | \$ 5,000.00 | \$ 5,000.00 | | |
| 5 | EARTHWORK | 1 | LS | \$ 15,500.00 | \$ 15,500.00 | \$ 20,000.00 | \$ 20,000.00 | | |
| 6 | ROCK EXCAVATION (SIDEWALK REMOVAL) | 506 | CY | \$ 17.00 | \$ 8,602.00 | \$ 25.00 | \$ 12,650.00 | | |
| 7 | CONCRETE SIDEWALK (4")(AE)(FIBER MESH) - OFF SCHOOL PROPERTY | 3171 | SY | \$ 32.00 | \$ 101,472.00 | \$ 31.50 | \$ 99,886.50 | | |
| 8 | CONCRETE SIDEWALK (6")(AE)(FIBER MESH) - OFF SCHOOL PROPERTY | 323 | SY | \$ 45.00 | \$ 14,535.00 | \$ 36.75 | \$ 11,870.25 | | |
| 9 | ADA CURB RAMPS - OFF SCHOOL PROPERTY | 84 | EA | \$ 600.00 | \$ 50,400.00 | \$ 630.00 | \$ 52,920.00 | | |
| 10 | 2'-0" BLOCK RETAINING WALL | 72 | LF | \$ 300.00 | \$ 21,600.00 | \$ 50.00 | \$ 3,600.00 | | |
| 11 | CURB & GUTTER, COMBINED (AE) | 0 | LF | \$ 16.00 | \$ - | \$ 21.00 | \$ - | | |
| 12 | ADJUST EXISTING STRUCTURES | 1 | LS | \$ 6,000.00 | \$ 6,000.00 | \$ 5,000.00 | \$ 5,000.00 | | |
| 13 | TRAFFIC CONTROL | 1 | LS | \$ 3,000.00 | \$ 3,000.00 | \$ 5,000.00 | \$ 5,000.00 | | |
| 14 | SEEDING | 1 | LS | \$ 1,600.00 | \$ 1,600.00 | \$ 20,000.00 | \$ 20,000.00 | | |
| 15 | SOD | 25 | SY | \$ 6.00 | \$ 150.00 | \$ 20.00 | \$ 500.00 | | |
| 16 | TEMPORARY SLOPE BARRIER (SET PRICE) | 1 | LF | \$ 5.00 | \$ 5.00 | \$ 5.00 | \$ 5.00 | | |
| 17 | TEMPORARY INLET SEDIMENT BARRIER | 1 | EA | \$ 130.00 | \$ 130.00 | \$ 10.00 | \$ 10.00 | | |
| 18 | DRAINAGE PIPE (6")(PVC) | 0 | LF | \$ 5.00 | \$ - | \$ 30.00 | \$ - | | |
| 19 | REMOVAL AND REPLACEMENT OF SIGNS | 1 | LS | \$ 3,000.00 | \$ 3,000.00 | \$ 500.00 | \$ 500.00 | | |
| SUBTOTAL - CITY | | | | | \$ 259,994.00 | | \$ 258,941.75 | | |
| 20 | CONCRETE SIDEWALK (4")(AE)(FIBER MESH) - SCHOOL PROPERTY | 765 | SY | \$ 32.00 | \$ 24,480.00 | \$ 31.50 | \$ 24,097.50 | | |
| 21 | CONCRETE SIDEWALK (6")(AE)(FIBER MESH) - SCHOOL PROPERTY | 43 | SY | \$ 45.00 | \$ 1,935.00 | \$ 36.75 | \$ 1,580.25 | | |
| 22 | ADA CURB RAMPS - SCHOOL PROPERTY | 20 | EA | \$ 600.00 | \$ 12,000.00 | \$ 630.00 | \$ 12,600.00 | | |
| 23 | CURB & GUTTER, COMBINED (AE) | 46 | LF | \$ 16.00 | \$ 736.00 | \$ 21.00 | \$ 966.00 | | |
| SUBTOTAL - SCHOOL DISTRICT | | | | | \$ 39,151.00 | | \$ 39,243.75 | | |
| TOTAL BID | | | | | \$ 299,145.00 | | \$ 298,185.50 | | |

Backup material for agenda item:

- i. The consideration and approval of the noise waiver, animal ordinance waiver, Resident, Transient, and Itinerant and Peddler waiver, authorization to discharge fireworks and authorization to ban bicycles and skateboards for Sundown Salute for July 3-7, 2012 in Heritage Park.

City of Junction City

City Commission

Agenda Memo

June 5, 2012

From: Sharon Glessner, Sundown Salute Executive Director
To: Gerry Vernon, City Manager and City Commission
Subject: Ordinance Waivers for Sundown Salute 2012

Objective: Waiver of various ordinances and other sundry items for the Sundown Salute event to be held July 3-7, 2012.

Explanation of Issue: The Sundown Salute event will be held in Heritage Park, 127 West 6th Street, Junction City, KS. In order to hold the event as in the past and as currently planned, they are requesting the following:

- 1) Waiver of the noise ordinance for July 3-7, 2012.
- 2) Waiver of the animal ordinance - Request that all animals and reptiles be banned from Heritage Park and all areas being used by Sundown Salute. This ban would not apply to seeing eye dogs and those animals contracted by Sundown Salute, Inc. or the Junction City Police Department.
- 3) Resident, Transient and Itinerant and Peddler Ordinance - Request that craft and food vendors be allowed to set up and sell their products in Heritage Park and all areas being used by Sundown Salute from July 3-7, 2012 without a city license. This waiver would apply only to those vendors registered with Sundown Salute, Inc.
- 4) Request authorization to discharge fireworks at approximately 10:00 pm on July 4, 2012 from the 200 block of East 6th Street. Fireworks will be banned in Heritage Park and within 500 feet of Heritage Park.
- 5) Bicycles / Skateboards - Request authorization to ban bicycles and skateboards in Heritage Park from July 3-7, 2012.

Budget Impact: There is no impact on the budget.

Alternatives: The Commission may approve, deny, or postpone the event.

Special Considerations: There are no special considerations.

Recommendation: Staff recommends approval of the request for waivers of City ordinance and the authorization to discharge fireworks and ban bicycles and skateboards in Heritage Park for Sundown Salute 2012.

Suggested Motion:

Move to approve the Sundown Salute requests for waivers as requested for Noise Ordinance, Animal Ordinance, the discharge of fireworks, and to ban bicycles at the Sundown Salute event.

Waiver of the Noise Ordinance for July 3-7, 2012

Waiver of the Animal Ordinance from July 3-7, 2012

Authorization to discharge fireworks at approximately 10:00 pm on July 4, 2012

Authorization to ban bicycles and skateboards in Heritage Park from July 3-7, 2012

Enclosures: Sundown Salute memo from Sharon Glessner, Executive Director

Memo

To: Tim Brown, Chief of Police
From: Sharon Glessner, Executive Director *SG*
Sundown Salute, Inc.
CC: Gerry Vernon, City Manager
Date: April 5, 2012
Re: Sundown Salute

Sundown Salute is scheduled for 07/03/12 – 07/07/12

The event will be held in Heritage Park, 127 West 6th Street, Junction City, KS 66441.

On behalf of the Sundown Salute committee, I am requesting that you waive the following:

- 1) **Noise Ordinance** for 07/03/12 – 07/07/12
- 2) **Animal Ordinance** – Request that all animals and reptiles be banned from Heritage Park and all areas being used by Sundown Salute. This ban would not apply to seeing eye dogs and those animals contracted by Sundown Salute, Inc or the Junction City Police Department.
- 3) **Resident, Transient and Itinerant Peddler Ordinance** – Request that craft And food vendors be allowed to set up and sell their products in Heritage Park and all areas being used by Sundown Salute from 07/03/12 – 7/07/12 without a city license. This waiver would apply only to those vendors registered with Sundown Salute, Inc.
- 4) **Fireworks** – Request authorization to discharge fireworks at approximately 10:00 pm on 07/04/12 from the 200 block of East 6th Street. Fireworks will be banned in Heritage Park and within 500 feet of Heritage Park.
- 5) **Bicycles / Skateboards** – Request authorization to ban bicycles and skateboards in Heritage Park from 07/03/12-07/05/12.

Sharon Glessner
Executive Director
Sundown Salute, Inc.

Backup material for agenda item:

- j. The consideration and approval of the street closure and noise waiver for the Juneteenth Celebration on June 9, 2012 in Heritage Park.

City of Junction City

City Commission

Agenda Memo

June 5, 2012

From: Tim Brown, Chief of Police
To: Gerry Vernon, City Manager
Subject: **Street closing request for Juneteenth Celebration**

Objective: The J.C. Juneteenth Community Association requests a street closure and noise waiver for the Juneteenth Celebration.

Explanation of Issue: The J.C. Juneteenth Community Association is hosting a Juneteenth Celebration in Heritage Park on June 9, 2012.

Request is made to close the following street from 12:00 PM to 9:00 PM on June 9, 2012:

1) 100 block of 5th Street between Washington and Jefferson Streets

Noise Waiver:

Amplified music will be played and announcements will be made over a PA system

Budget Impact: There is no impact on the budget.

Alternatives: The Commission may approve, deny, or postpone the event

Special Considerations: There are no special considerations.

Recommendation: Staff recommends approval of the street closure and noise waiver for the Juneteenth Celebration.

Suggested Motion:

Move to approve the street closure and noise waiver for the Juneteenth Celebration

Enclosures: Request from Delilah Hamilton, J.C. Juneteenth Community Association

Delilah Hamilton
1803 N. Madison St
Junction City, KS 66941
(785) 226-2750

May 17, 2012
Thursday

To: Chief Brown,

I am writing to see if it is possible to close the street between 5th & Washington and 5th & Jefferson on June 9th 2012 for the Junction City Juneteenth Celebration. The celebration will be from 12:00 PM until 9:00 PM on that day (on a Saturday). We will also need your approval for a noise release so we can play music and make introductions over a A/P system.

Sincerely,
Delilah Hamilton
J.C. Juneteenth Community Association

Backup material for agenda item:

- a. A presentation on the status of the Dick Edwards TIF. City Attorney Logan presenting.

City of Junction City

City Commission

Agenda Memo

June 5, 2012 Meeting Date

From: Katie Logan, City Attorney
To: City Commission & Gerry Vernon, City Manager
Subject: Dick Edwards Auto Plaza TIF Plan
Status of Conditions to Ordinance S-3106
Dated: May 30, 2012

Issue:

Ordinance S-3106 approving the Dick Edwards Auto Plaza TIF Plan was approved May 15, 2012. The Ordinance conditionally approved the TIF Plan.

The County Commission approved the use of 1% county sales tax to repay TIF Eligible Expenses per Resolution dated May 7, 2012, a copy of which is attached. The County Commission Resolution does not become final until July 24, 2012.

The Conditions to Ordinance S-3106 to become effective are:

1. Development Agreement approval by Developer and City with terms specified in the Ordinance. An initial draft of the Development Agreement was circulated by the City Attorney on May 29, 2012. It is contemplated that the Development Agreement in final form will be presented to the City Commission at its June 19 meeting for approval.

2. By June 5, 2012, Developer furnishing a written commitment from a bank satisfactory to City to purchase the TIF Bonds. I am advised that the commitment will be provided by the June 5, 2012 City Commission Meeting.

3. Geary County Commission approval of a Resolution authorizing 1% County Sales Tax to be pledged to repayment of the TIF Bonds. This was done on May 7, 2012, but the Resolution does not become effective until July 23, 2012, and accordingly is a condition to the effectiveness of the Development Agreement and the issuance of any TIF Bonds.

Backup material for agenda item:

- a. Consideration of Ordinance S-3107 a request from John York, agent, on behalf of Sally Jardine, owner, to rezone from "CSP" Special Commercial District to "RM" Multiple Family Residential District the property located at 701 Allen Drive. Planning & Zoning Director Yearout presenting (Final Reading).

City of Junction City

City Commission

Agenda Memo

June 5, 2012

From: **David L. Yearout, AICP, CFM, Director of Planning and Zoning**

To: **City Commission & Gerry Vernon, City Manager**

Subject: **Case No. Z-04-01-12 – Rezoning of property at 701 Allen Street from “CSP” Special Commercial District to “RM” Multiple Family Residential District – (S-3107)**

Issue: Consideration of request John York, agent, on behalf of Sally Jardine, owner, to rezone from “CSP” Special Commercial District to “RM” Multiple Family Residential District the property located at 701 Allen Drive, Junction City, Kansas. This is the former house that was converted to a barber shop a number of years ago. The barber shop has not operated for some time and the owner wishes to use the property for residential purposes again.

Explanation of Issue: The Metropolitan Planning Commission held a public hearing on April 12, 2012, to consider this request. By unanimous vote, the MPC has recommended the rezoning be granted. The City Commission approved this request on first reading on May 15, 2012.

Alternatives: In accordance with K.S.A. 12-757, the City Commission has the following alternatives for a rezoning application on first appearance:

1. To accept the recommendation of the MPC and approve the Ordinance, thereby rezoning the property.
2. Modify the recommendation of the Planning Commission by a 2/3 majority vote and approve the Ordinance as so modified, thereby rezoning the property subject to said changes.
3. Return the recommendation to the Planning Commission for further consideration, specifying the items, concerns or issues with said recommendation.
4. Disapprove the recommendation of the Planning Commission by a 2/3 majority vote and not rezone the property.

Special Considerations: No one spoke in opposition to this request.

Staff Recommendation: Accept the recommendation of the MPC and approve the Ordinance, thereby rezoning the property.

Suggested Motion:

Commissioner _____ moved that the recommendation of the Planning Commission be accepted and that Ordinance No. S-3107, an ordinance rezoning from “CSP” Special Commercial District to “RM” Multiple Family Residential District, the property located at 701 Allen Street, Junction City, Kansas, be approved on final reading.

Commissioner _____ seconded the motion.

Enclosures:

MPC Minutes of April 12, 2012
Staff Report
Ordinance S-3107



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

April 6, 2012

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: Z-04-01-12 – Request to rezone from “CSP” Special Commercial District to “RM” Multiple Family Residential District the property located at 701 Allen Drive, Junction City, Kansas

This is the request of John York, agent, on behalf of Sally Jardine, owner, to rezone from “CSP” Special Commercial District to “RM” Multiple Family Residential District the property located at 701 Allen Drive, Junction City, Kansas. This is the former house that was converted to a barber shop a number of years ago. The barber shop has not operated for some time and the owner wishes to use the property for residential purposes again.

The property is the most southeastern lot in the cluster of homes that exist south of 8th Street and just to the east of Eisenhower Street. The lot also abuts the northern end of the shopping center that faces 6th Street and is locally known as the “old Wards store.”

The cluster of homes discussed above is another area of the City that the properties were given a commercial zoning classification a number of years ago, even though the properties have been used residentially since the homes were first construction many decades ago. This is another area that may be ripe for rezoning the entire area back to a residential classification for the same reasons the City rezoned the properties along 7th Street earlier this year.

Given the continuing demand for housing within the community, the conversion of this building back to its original residential use is appropriate. It is doubtful the area will continue to redevelop into a commercial area because all of the other uses to the north and west are residential on small lots in separate ownerships.

Given the nature of the neighborhood to the north and west, and the fact that the property as it exists is not a good commercial site, staff believes the rezoning to the “RM” Multiple Family Residential district is appropriate. This district is recommended because it provides the smallest minimum lot size for a single-family use; the lot size in this instance precludes a redevelopment to a more dense residential use; and it makes the most sense for the neighborhood as the City considers more rezonings to remove the nonconforming status from many existing homes.

Staff Recommendation: Staff recommends this request to rezone from “CSP” Special Commercial District to “RM” Multiple Family Residential District the property located at 701 Allen Drive, Junction City, Kansas, be recommended for approval for the reasons stated above.

Suggested Motion:

I move that Case No. Z-04-01-12, concerning the request of John York, agent, on behalf of Sally Jardine, owner, to rezone from “CSP” Special Commercial District to “RM” Multiple Family Residential District the property located at 701 Allen Drive, Junction City, Kansas, be recommended for approval by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing.

ORDINANCE NO. S-3107

AN ORDINANCE RELATING TO REZONING CERTAIN PROPERTY FROM THE SPECIAL COMMERCIAL DISTRICT (CSP) TO THE MULTIPLE FAMILY RESIDENTIAL DISTRICT (RM), ALL WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.

WHEREAS, application has been made by the John York, agent, on behalf of Sally Jardine, owner, to rezone certain property within the City of Junction City, Kansas; and,

WHEREAS, proper notice has been given by publication of legal notice and by mailed notice to surrounding property owner in conformance with K.S.A. 12-757; and,

WHEREAS, the Junction City/Geary County Metropolitan Planning Commission held a public hearing on the application on April 12, 2012, and, by a majority vote of members present, recommended the property in question be rezoned;

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. That the property located at 701 Allen Street within the City of Junction City, Geary County, Kansas, and described as follows:

DESCRIPTION:

All of Lot 1 of the Fay Allen Plat to the City of Junction City, Kansas.

be, and the same is, hereby ordered rezoned from its present classification of Special Commercial District (CSP) to Multiple Family Residential District (RM) as provided in K.S.A. 12-757.

Section 2. The Zoning Administrator of the City of Junction City, Kansas is hereby ordered and directed to cause said designation to be made on the Official Zoning Map of said City in his custody and to show the property herein described to be zoned as Multiple Family Residential (RM).

Section 3. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2012.

PAT LANDES, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

Backup material for agenda item:

- b. Consideration Ordinance S-3108 a request of David Mulvey, agent for Konza Investments, Inc., owner, requesting a Special Use Permit to allow the establishment of a motor vehicle towing, storage, repair and related activities. Planning & Zoning Administrator Yearout presenting (Final Reading).

City of Junction City

City Commission

Agenda Memo

June 5, 2012

From: **David L. Yearout, AICP, CFM, Director of Planning and Zoning**

To: **City Commission & Gerry Vernon, City Manager**

Subject: **Case No. SUP-04-01-12 – Granting a Special Use Permit for the establishment of a motor vehicle towing, storage, repair and related activities in an existing commercial building on property at 2405 North Jackson – (S-3108)**

Issue: Consideration of request of David Mulvey, agent for Konza Investments, Inc., owner, requesting a Special Use Permit to allow the establishment of a motor vehicle towing, storage, repair and related activities in an existing commercial building on property at 2405 North Jackson, Junction City, Kansas. This is the former maintenance building used by Konza Construction and is presently vacant. Mr. Mulvey plans to establish his wrecker service, D and D Wrecker, at this location where he will store the vehicles inside the building, do minor repairs to those vehicles, and ultimately conduct auction sales of those vehicles.

Explanation of Issue: The Metropolitan Planning Commission held a public hearing on April 12, 2012, to consider this request. By unanimous vote, the MPC has recommended the rezoning be granted. The City Commission approved the first reading on May 15, 2012.

Alternatives: In accordance with K.S.A. 12-757, the City Commission has the following alternatives for a rezoning application on first appearance:

1. To accept the recommendation of the MPC and approve the Ordinance, thereby rezoning the property.
2. Modify the recommendation of the Planning Commission by a 2/3 majority vote and approve the Ordinance as so modified, thereby rezoning the property subject to said changes.
3. Return the recommendation to the Planning Commission for further consideration, specifying the items, concerns or issues with said recommendation.
4. Disapprove the recommendation of the Planning Commission by a 2/3 majority vote and not rezone the property.

Special Considerations: No one spoke in opposition to this request, but there were some questions initially raised by neighboring property owners.

Staff Recommendation: Accept the recommendation of the MPC and approve the Ordinance, thereby granting the Special Use Permit.

Suggested Motion:

Commissioner _____ moved that the recommendation of the Planning Commission be accepted and that Ordinance No. S-3108, an ordinance granting a Special Use Permit to David Mulvey, agent for Konza Investments, Inc., owner, requesting a Special Use Permit to allow the establishment of a motor vehicle towing, storage, repair and related activities in an existing commercial building on property at 2405 North Jackson, Junction City, Kansas, be approved on final reading.

Commissioner _____ seconded the motion.

Enclosures:

MPC Minutes of April 12, 2012
Staff Report
Ordinance S-3108



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

April 9, 2012

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: SUP-04-01-12 – Special Use Permit for David Mulvey, agent for Konza Investments, Inc., owner, to allow motor vehicle towing, repair and related activities at 2405 North Jackson, Junction City, Kansas.

Background:

This is the application of David Mulvey, agent for Konza Investments, Inc., owner, requesting a Special Use Permit on property zoned "IL" Light Industrial District to allow motor vehicle towing, repair and related activities at 2405 North Jackson, Junction City, Kansas. The uses Mr. Mulvey wishes to establish could also be permitted in the "IH" Heavy Industrial Zoning District, and Mr. Mulvey sought such a location for many months but was unable to find a location that would accommodate his operation that did not have other problems associated with it.

The City Zoning Regulations were amended last year in order to accommodate this type of condition through the Special Use Permit process. The Special Use Permit process provides the ability to consider the request for this specific use without resorting to a more intensive rezoning to "IH" Heavy Industrial, which would open the area to much more intensive uses if that was approved.

The notice for the public hearing inadvertently stated this property was zoned "IH" Heavy Industrial. That is not correct, but it is staff's opinion that issue is not fatal to this application and that there is no need to republish for another public hearing at another time. Staff has received a few calls from notified property owners that have identified the error in the legal notice. Staff believes this case can go forward without any harm to the process from this "clerical error."

There is, however, a serious issue that needs to be rectified before the case goes forward. The legal description of the property supposedly being leased by Mr. Mulvey is not correct. According to Kaw Valley Engineering, the legal description provided is of an adjoining property owned by Mr. Brown. There is no evidence of any devious intentions by Konza Investments, Inc., or Mr. Mulvey in this matter; it is simply the wrong legal attached to the lease document. Konza Investments, Inc., apparently did own the land now owned by Mr. Brown and it appears

the wrong legal description was attached to the lease document. Since the legal notice for the public hearing provides a general description of the property and there was no evidence presented by anyone that it was not understood which property was being considered, staff does not believe this to be a fatal error either. However, Mr. Mulvey and Konza Investments, Inc., will need to provide the correct legal description of the property before this matter can go to the City Commission for any final action on the request.

Mr. Mulvey operates a vehicle towing business called "D & D Towing." His plans are to utilize the existing building to house vehicles he tows to this site. Those vehicles that end up being "abandoned" will be prepared for sale on a regular basis. Except for the outside parking of his own vehicles and those of his employees, he says there will be no outside storage of vehicles. Mr. Mulvey has indicated there will be no additional construction at this property beyond the installation of some privacy fencing.

All of the outside area will need to be paved in order to conform to the requirements of City ordinances. This will also minimize dust in the area. As previously stated, Mr. Mulvey intends to install privacy fencing along the property line adjoining Mr. Brown's property.

The larger question is one of compatibility with surrounding land uses. The vehicle towing business can be operated in a manner which does not cause any more of an impact than some of the other uses existing in the area; particularly the sand and gravel businesses and the asphalt and concrete businesses in the vicinity. For this request, the important part will be the limiting of the vehicle storage inside the building, which can be a condition attached to the Special Use Permit. All other aspects of the operation should be no more egregious than the existing businesses noted above.

Staff Recommendation:

Staff recommends the application of David Mulvey, agent for Konza Investments, Inc., owner, requesting a Special Use Permit on property zoned "IL" Light Industrial District to allow motor vehicle towing, repair and related activities at 2405 North Jackson, Junction City, Kansas, be recommended for approval, subject to the storage of towed and inoperable vehicles inside the building only, a 6-foot privacy fence be installed along the common property line with Mr. Brown's property, and subject to the correct legal description being provided.

Suggested Motion:

I move that Case No. SUP-04-01-12, the application of David Mulvey, agent for Konza Investments, Inc., owner, requesting a Special Use Permit on property zoned "IL" Light Industrial District to allow motor vehicle towing, repair and related activities at 2405 North Jackson, Junction City, Kansas, be recommended for approval by the City Commission of Junction City subject to conditions stated in the staff report, and based on the findings outlined in the staff report and as presented at the public hearing.

ORDINANCE NO. S-3108

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE ESTABLISHMENT OF A TOWING, STORAGE, REPAIR AND RELATED ACTIVITIES WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.

WHEREAS, application has been made by the David Mulvey, agent for Konza Investments, Inc., owner, requesting a Special Use Permit to allow the establishment of a motor vehicle towing, storage, repair and related activities in an existing commercial building on property at 2405 North Jackson, Junction City, Kansas; and,

WHEREAS, the Metropolitan Planning Commission of Junction City and Geary County conducted a public hearing on Case No. SUP-04-01-12, following published notification in accordance with K.S.A. 12-741, et. seq., as amended, on April 12, 2012; and,

WHEREAS, the Metropolitan Planning Commission has recommended that the City Commission of the City of Junction City, Kansas, approve the Special Use Permit to allow the establishment of a motor vehicle towing, storage, repair and related activities in an existing commercial building on property at 2405 North Jackson, Junction City, Kansas, be approved, subject to certain conditions;

NOW, THEREFORE, BE IT ORDAINED BY CITY COMMISSION OF THE CITY OF JUNCTION CITY, KANSAS, THAT:

Section 1. The following described property is hereby granted a Special Use Permit to allow the establishment of a motor vehicle towing, storage, repair and related activities in an existing commercial building on property at 2405 North Jackson, subject to the conditions and restrictions listed herein:

A portion of Lot 7, Block 1, A Replat of Republican River Industrial Park Unit No. 2 and Un-Platted Land to Junction City, Geary County, Kansas.

Section 2. The Special Use Permit herein granted shall be subject to the following conditions and restrictions:

A. All construction shall conform to the requirements of the adopted building codes with respect to mixed use buildings.

Section 3. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

3. That this Ordinance shall be in full force and effect from and after its publication once in the official city newspaper.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2012.

PAT LANDES, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

Backup material for agenda item:

- a. Consideration of health insurance award of bid. Finance Director Beatty presenting.

Junction City Commission Agenda Memo

Meeting Date: June 5, 2012

From: Alyson Junghans, Human Resources Director

To: City Commissioners and City Manager

Subject: Award of Bid for Employee Health Insurance

Objective: Award of contract for providing Employee Health Insurance for Aug 1,2012 - July 31,2013.

Explanation of Issue: The City currently contracts with Blue Cross/Blue Shield for an employee health insurance policy. The proposed BC/BS rate increase in April was estimated to reach as high as 16%. Therefore, we started a request for proposals procedure for contract options. In, addition, we requested BC/BS to provided options for reducing their rates. The rate increase to stay with BC/BS with our current policy was presented at 14.01%.

We received multiple proposals, but we have submitted for your review the top 4 contract proposals. Karol Roadhouse, our health insurance broker, will be available at our meeting to answer questions regarding out request for proposal procedure and explain the proposal that we have submitted.

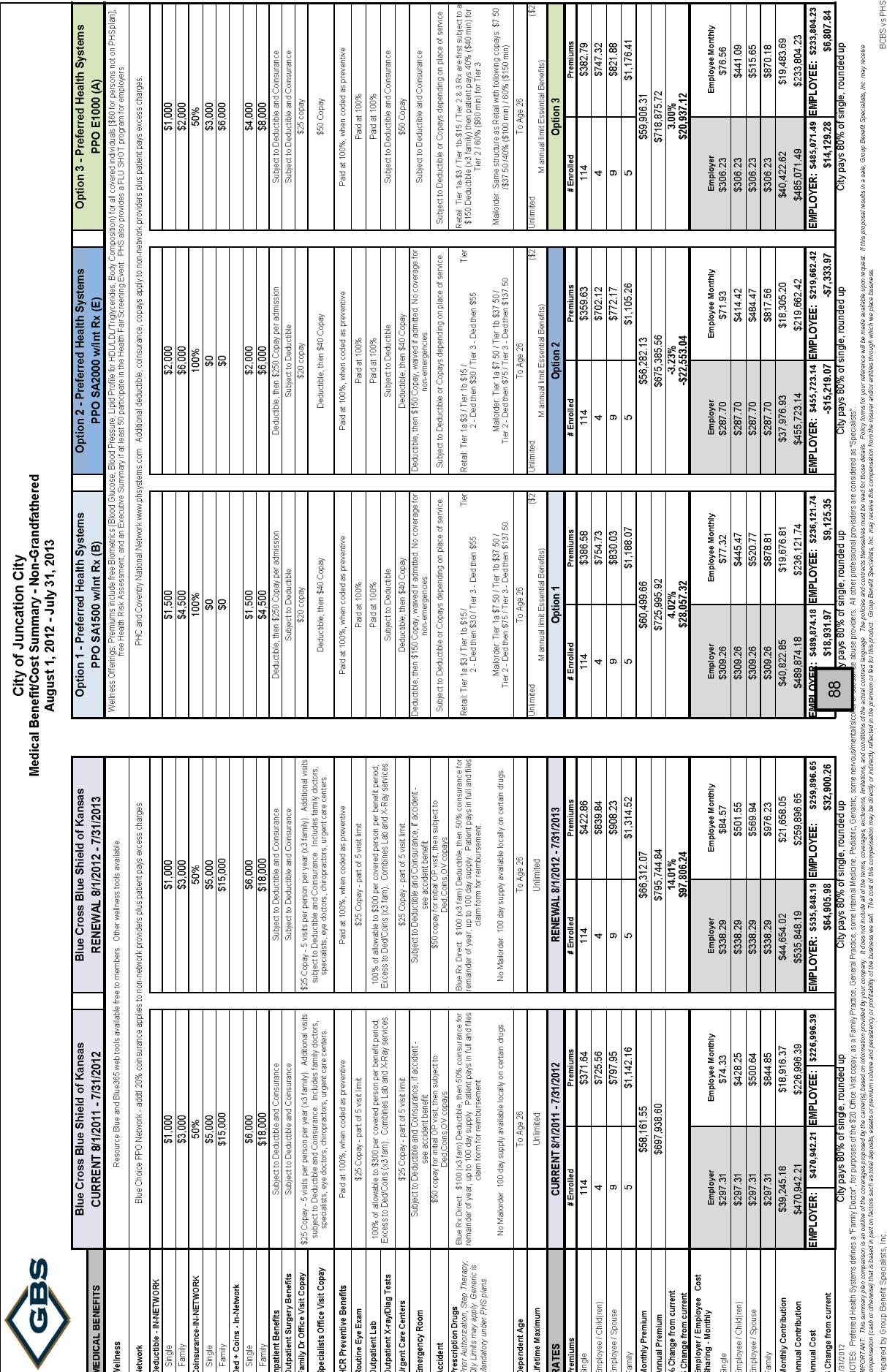
Not shown, but considered, were partially self-insured programs. Until the City maintains a stronger cash flow position, we do not recommend a partial self-insured program. The City should, however, work toward building a dedicated cash pool to support a partial self-funded health insurance program.

Recommendation: Both administrative staff and the Employee Wellness Committee recommend the award of bid for Junction City health insurance contract to Preferred Health System, Option1.

Budget Impact: The recommended employee health insurance contract is an increase of 4.02%, which is a \$1,577.40 increase dispersed to all funds. Therefore, the budget impact is not significant.

Alternatives: It appears that the City Commission may award the bid as recommended, modify, table or reject any or all bids.

Enclosures: Medical Benefit/Cost Summary for Employee Health Insurance Contracts



Backup material for agenda item:

- b. Consideration and approval of R-2682 Paid Time Off Policy. Finance Director Beatty presenting.

Junction City Commission Agenda Memo

Meeting Date: June 5, 2012

From: Alyson Junghans, Human Resource Director
Cheryl Beatty, Finance Director

To: City Commissioners and Gerry Vernon, City Manager

Subject: Paid Time Off (PTO) Policy. Resolution No. 2682

Objective: Adoption of Resolution No. 2682, adding a Paid Time Off Policy, aka PTO Policy, to City of Junction City Personnel Policies and Guidelines.

Explanation of Issue: At the request of the City Commission, staff is presenting a new employee policy regarding employee leave. A national trend has combined employee leave policies to a paid time off policies. It has been estimated that 36% of businesses have converted to paid time off policies instead of traditional leave policies. The purpose is to simplify administrative duties of tracking leave time, it reduces long-term liability, it aligns our policy with federal FMLA policy, and provides an updated policy for marketing to new employees.

Budget Impact: There is no budget impact. The goal to reduce long-term liability should be realized.

Recommendation: We recommend the adoption of the Paid Time Off Policy as presented.

Alternatives: It appears that the City Commission may approve the policy as written, modify the policy, disapprove, or table the request.

Enclosures: Paid Time Off Policy and Resolution No. 2682

PAID TIME OFF POLICY

Effective June 20, 2012

The City of Junction City paid time off policy (aka PTO) banking provides you with more flexibility to use your time off to meet personal needs, while recognizing your individual responsibility to manage your paid time off. Another portion of the PTO program is the Medical Leave Bank, which may only be used for employee's extended illness, injury, disability, or hospitalization or for a qualifying event under the Family and Medical Leave Act (FMLA).

With PTO banking, you will accumulate a specified amount of time each pay period, and you will determine how you will use it—for vacation, family time, illness, attendance of children, school activities, medical/dental appointments, personal business or emergencies. The amount of time earned will depend on the length of your service with the company.

PTO banking does not replace the company holiday schedule, injury leave, bereavement leave, jury duty leave, and workers compensation

ELIGIBILITY:

You are eligible to participate in the PTO banking program if you are a regular status employee scheduled to work at least 40 hours per week. A full-time employee that is no longer eligible, as per definition, shall be paid out for any accrued PTO balance (up to the maximum annual accrual, which excludes any medical leave banking) on the effective date of the employee's work status. Payout will occur on the first full pay period following the separation of employment.

DEPOSITS INTO YOUR LEAVE ACCOUNT:

The amount of PTO you accrue each year is based on your length of service and accrues according to the Accrual Schedule for Full Time Employees chart below. PTO is accrued as you work. You will not accrue PTO time while you are on an unpaid leave of absence.

ACCRUAL SCHEDULE FOR FULL TIME EMPLOYEES

| <u>Years of Service</u> | <u>Days Accrued</u> | <u>Hours Accrued</u> <u>Per year</u> | <u>Maximum Annual</u> <u>Accrual (Hours)</u> |
|-------------------------|---------------------|---|---|
| 0 - 5 | 8 hours bi-weekly | 192 hours | 288 hours |
| 6 - 10 | 9 hours bi-weekly | 216 hours | 324 hours |
| 11 - 15 | 10 hours bi-weekly | 240 hours | 360 hours |
| 16- 20 | 11 hours bi-weekly | 264 hours | 396 hours |
| 21+ | 12 hours bi-weekly | 276 hours | 396 hours |

PTO accrual begins in the first full pay period following the employee's date of employment. During the first year of employment, employees may only use the PTO after 6 months of uninterrupted employment. Thereafter, employees may use their total PTO allotment for that service year after accrual. An employee in unpaid leave status does not accrue PTO. Changes in the bi-weekly PTO accrual rate shall become effective at the beginning of the pay period following the employees' applicable anniversary date.

MAXIMUM TIME ACCUMULATED:

Although you may carry over unused PTO time from year to year, there is a maximum, or cap amount of PTO time you can accumulate. This encourages you to use your PTO and allows the City to manage its financial obligations responsibly. Once you reach your cap, you will not accumulate any more PTO until you use some of the time in your account. After your balance goes below your maximum, you begin accruing PTO again. Maximum accrual is equal to one and one half times the annual PTO allotment.

TERMINATION:

You will be paid for all accrued and unused PTO when you leave the City. An employee's termination date is considered his/her last day of work. PTO may not be paid to extend the date of employment past the last day of work.

If an employee resigns, is terminated for any reason or no reason, or retires and at a later date is re-employed by the City, the employee would begin earning PTO as any other newly hired employee. No credit is given for previous years of service.

MANAGEMENT OF PTO:

You are responsible for managing your paid time off. It is important that you plan ahead for how you will use your PTO account. This means developing a plan for taking your vacations, as well as doctor's appointments and personal business. It also means holding some time in "reserve" for the unexpected, such as emergencies and illnesses. The amount you reserve for illness should depend on your personal health and sick leave history.

MINIMUM INCREMENTS OF PTO:

The minimum amount of PTO you can take at one time depends on whether you are an exempt (salaried employee) or non-exempt (hourly) status employee. If you are non-exempt (hourly), you may not take less than a half hour or 30 minutes off at a time. If you are an exempt (salaried) status employee you must take PTO in increments of not less than one full day.

TYPES OF LEAVE TIME OFF NOT DEDUCTED:

Time off taken for certain leaves of absence such as jury duty, bereavement, holidays, and injury leave for workers compensation, according to the City policy, will not be charged against your

PTO account. Please check with your immediate supervisor and/or your employee handbook regarding these circumstances.

NOTICE AND SCHEDULING:

Unless you are ill, you are required to notify your supervisor in advance of your intent to take PTO and get approval for the time off. This allows for you and your manager/supervisor to prepare for your time off and assure our staffing needs are met.

There may be occasions, such as sudden illness, when you cannot notify your supervisor in advance. In those situations, you should inform your supervisor of your circumstances as soon as possible.

ANNUAL PTO CONVERSION TO MEDICAL LEAVE BANK:

Employees employed by the City on December 31st of each year and who have successfully completed the established probationary period may be allowed to convert up to 56 hours of PTO hours to their Medical Leave Bank. The maximum Medical Leave Bank hours that may be accumulated is 480 hours. An employee shall submit a written request for the PTO conversion to the Human Resource Director prior to January 31st of the following year. Upon change in eligibility, resignation, termination or retirement, an employee shall not receive payment for any unused Medical Leave Bank hours.

USING PTO:

Planned PTO periods must be scheduled and approved by the employee's supervisor in advance. Every effort will be made to accommodate the employee's time off request; however, the City reserves the right to deny a time off request if it interferes with business needs.

Unplanned PTO, i.e., due to illness or emergency as noted above, must be reported to the employee's supervisor. It is expected that the employees will not exceed 8 incidents of unplanned PTO per year. Medical Leave Bank hours shall be used for employee absences related to the employee's illness, injury, disability or hospitalization that exceed three (3) consecutive workdays. If Medical Leave Bank hours are exhausted, the employee must then use any remaining accrued PTO leave. Use of Medical Leave Bank hours and then PTO will run concurrently with an approved FMLA. When short term disability applies, an employee must use Medical Leave Bank hours and then PTO hours to make up the difference of their short term disability rate of pay and their total rate of pay. Exceptions to the Medical Leave Bank shall be approved by the City Manager. The City reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence. Unauthorized use of Medical Leave Bank hours may result in loss of pay for the duration of the absence and may be considered grounds for disciplinary action up to and including termination.

PTO Medical Leave Bank hours must be used to supplement the difference of workers' compensation and their total rate of pay.

In the event that an employee is granted a personal leave of absence or a family medical leave under FMLA, he/she must use all earned PTO before an unpaid leave becomes effective.

USE OF MEDICAL LEAVE BANK AND FAMILY MEDICAL LEAVE ACT (FMLA):

Employees may use accrued medical leave for an approved FMLA qualifying event pursuant to the following conditions:

- *Employee is unable to work because of a serious health condition* – an employee must use accrued Medical Leave Bank hours if employee is absent from work for more than three (3) consecutive work days. Once accrued medical leave is exhausted the employee's PTO will be used until the balance is exhausted. An employee may maintain a PTO balance to one work week. The maximum employee Medical Leave Bank hours is 480 hours.
- *For the birth and care of a newborn child of the employee* – an employee must use all accrued PTO. Accrued Medical Leave Bank hours must be used once an employee's PTO balance is exhausted with the exception that an employee may retain a PTO balance of one work week prior to utilizing accrued Medical Leave Bank hours.
- *For placement with the employee of a child for adoption or foster care* – an employee must use all accrued PTO. Accrued Medical Leave Bank hours must be used once an employee's PTO balance is exhausted. An employee may maintain a PTO balance equal to one work week prior to utilizing accrued Medical Leave Bank hours.
- *To care for an immediate family member (spouse, child, or parent) with a serious health condition* – an employee must use all PTO accrued PTO. Accrued Medical Leave Bank hours must be used once an employee's PTO balance is exhausted. An employee may maintain a PTO balance equal to one work week prior to utilizing Medical Leave Bank hours.
- *Service member leave* – an employee must use all accrued PTO. Accrued Medical Leave Bank hours must be used once an employee's PTO balance is exhausted. An employee may maintain a PTO balance equal to one work week prior to utilizing Medical Leave Bank hours.

RECORDING PAID TIME OFF:

The City has instituted the use of a PTO tracking system to keep a record of your account balance and the amount of time taken off each pay period. This system requires the completion of an Absence Report for all time taken off from your regular work schedule. We are required to track absence for time off for illness, work related illness/injury, or the attendance of school related activities for legal compliance reasons.

The amount of leave time accrued, used and available will appear on your paycheck stub.

TRANSITION PROVISIONS:

Union Contracts:

Police and Fire Unions sick leave and other leave policies will remain the same as per respective contract until such time the union agrees to participate in the PTO program.

Existing Employees:

All full-time existing employees shall remain under the January 20, 2009 adopted policy (unless an employee chooses to opt into PTO Policy-see below) with the following changes to the January 20, 2009 policy:

If an employee currently has sick leave in excess of 960 hours of sick leave accrual, the total accrual is available for an employee to utilize as per Section 8.2 of the City Personnel Policy and Guidelines dated January 20, 2009, but no additional sick leave shall accrue. Should his/her sick leave fall below 960 hours, sick leave hours may again accrue, but not exceed the 960 hours.

Employees that Choose to Opt Into the PTO Policy:

An existing employee may choose to participate in the PTO policy plan. An employee will have 30 days following the adoption of this policy to decide if they wish to convert. To convert to the PTO policy the following applies:

1. Current vacation and personal hours accumulated will roll to PTO hours unless they exceed the maximum cap. Any hours exceeding the maximum accrual cap shall be paid out in a one-time payout.
2. Any sick leave hours accumulated may be placed in the PTO Medical Leave Bank up to the maximum accrual of 480 hours.

RESOLUTION NO. 2682

WHEREAS, the City Commission directed City staff to develop a new employee leave policy,

WHEREAS, the new policy achieves the directed goals to modernize city policy and reduce the city long-term financial liability,

WHEREAS, the new policy also reduces administrative tracking responsibilities, provides policy balance, and further aligns city policy with federal FMLA rules,

NOW THEREFORE, be it resolved by the Governing Body of the City of Junction City, Kansas, hereby amends and approves the attached Paid Time Off Policy as an addition to the Personnel Policies and Guidelines, City of Junction City, Kansas, dated January 20, 2009. The Paid Time Office Policy shall take affect June 20, 2012. The City Administrative staff shall present the policy change to all City employees, all new employees of the City, and shall make copies available for purchase at a reasonable cost.

The Junction City Personnel Policies and Guidelines are amended by the Governing Body of the City of Junction City, Kansas this 5th day of June, 2012 and effective June 20, 2012.

(SEAL)

Pat Landes, Mayor

ATTEST:

Tyler Ficken, City Clerk

Backup material for agenda item:

- c. Consideration and approval of an amendment for contract for services for Public Works operations. Municipal Services Director McCaffery presenting.

City of Junction City

City Commission

Agenda Memo

June 5, 2012

From: Gregory S. McCaffery, Municipal Services Director
To: City Commission and Gerry Vernon, City Manager
Subject: Contract Amendment for Contractual Services – Veolia Water – Public Works Operations

Objective: Approval of restated and amended contractual services – Veolia Water Public Works Operations

Explanation of Issue: In the 2012 budget, the City budgeted for the reassumption of certain public works operations from Veolia Water beginning July 1, 2012. These documents provide that the City will assume the following public works operations: Streets, Traffic, Water Distribution, Wastewater Collection, Fleet Maintenance, Building Maintenance, and Sanitation on June 23, 2012. Veolia Water will continue to provide operations of the City owned Water Treatment, SW and East Wastewater Treatment Plants

The justification for the takeover of these operations was: **1.) Obtain command and control of public works budgets; 2.) Improve quality of service; and 3.) Improve operational efficiencies.**

Administrative staff and City Attorney have worked through a restated and amended Contract for Services with Veolia Water. These documents include: an Amendment and Restated Agreement for Services with Veolia Water and a separate Transition Agreement between Veolia Water and the City.

Further, City staff has developed line item budgets for the major funds in which the operations of Public Works Department would be funded. These include personnel, commodities, contractual services and capital costs. Additionally City staff has been conducting interviews for staffing the public works operations, in order to ensure a seamless transition of these operations on June 23, 2012.

Highlights within the Contract for Services included: Operational preventative maintenance measures for the treatment plants & systems; Assumption of the major public works functions (Water Distribution, Wastewater Collections, Streets, and Sanitation); A summary of the fixed and rolling assets as part of the public works operations; Plant operations discharge and operation limits; Budget & utilities language; Annual operations fee adjustments; and the extension of the Veolia Water contract for Water and Wastewater Plant Operations through 2020 (versus payment of early contract separation costs by the City)

Budget Impact: The assumption of services has been budgeted in the 2012 budget so there is no budget impact. Budget reductions will occur in the 2013 budget accordingly.

Alternatives: The City Commission may approve, modify, table or deny the amendment for Contractual Services with Veolia Water

Special Considerations: This issue is a big step for the Community and as such there is discussion and input on both sides. Staff would expect some public comment at the meeting.

Recommendation: Staff recommends approval of the amendment for Contractual Services and Transition Agreement with Veolia Water as presented.

Suggested Motion: Move to approve the amendment for Contractual Services and Transition Agreement with Veolia Water.

Enclosures: Amended and Restated Agreement for Services with Veolia Water and the Transition Agreement between Veolia Water and the City of Junction City

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AMENDED AND RESTATED AGREEMENT FOR SERVICES

THIS AMENDED AND RESTATED AGREEMENT FOR SERVICES ("AGREEMENT") is entered into this ____ day of June, 2012, by and between the City of Junction City, Kansas, with its principal address at Municipal Building, 700 N. Jefferson, P.O. Box 287, Junction City, KS 66441-0287 (hereinafter "CITY") and Veolia Water North America—Central, LLC, with an address at 184 Shuman Blvd., Suite 450, Naperville, Illinois 60563 (hereinafter "VEOLIA").

WHEREAS, CITY and VEOLIA are parties to that certain Agreement for Operations, Maintenance and Management Services dated November 17th, 1998, as amended by Amendment One dated December 21, 1999, Amendment Two dated November 5, 2002, Amendment Three dated December 27, 2005 and Amendment Four dated April 1, 2008 (collectively, the "Original Agreement"); and

WHEREAS, CITY and VEOLIA desire to amend and restate the terms of the Original Agreement in their entirety in order to, among other things, acknowledge that, effective as of midnight June 23, 2012, the City will assume the services defined in Appendix A as the "Public Works Project," generally consisting of street department related functions, traffic, building maintenance, fleet maintenance, utility department related functions and solid waste collection; and

WHEREAS, from and after June 23, 2012, the services to be provided by VEOLIA to the CITY will be those defined in Appendix A as the "Water and Wastewater Project."

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. General

- 1.1 Definitions of words and phrases used in this Agreement and the attachments are contained in Appendix A.
- 1.2 All land, buildings, facilities, easements, licenses, rights-of-way, equipment and vehicles presently or hereinafter acquired or owned by CITY shall remain the exclusive property of CITY unless specifically provided for otherwise in this Agreement.
- 1.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kansas.
- 1.4 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party. Consent shall not be unreasonably withheld.
- 1.5 All notices shall be in writing and transmitted to the party's address stated above. Notice may be provided by (a) overnight courier mail service (i.e. Federal Express

or United Parcel Service), (b) certified or registered United States Mail, return receipt requested, or (c) personal delivery. Notice will be deemed given when actually delivered.

- 1.6 This Agreement, including Appendices, is the entire Agreement between the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms “VEOLIA” and “CITY” shall include the respective officers, agents, directors, elected or appointed officials and employees and, where appropriate, subcontractors or anyone acting on their behalf.
- 1.7 If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 1.8 It is understood that the relationship of VEOLIA to CITY is that of independent contractor. The services provided under this Agreement are of a professional nature and shall be performed in accordance with good and accepted industry practices for contract operators similarly situated. However, such services shall not be considered engineering services and nothing herein is intended to imply that VEOLIA is to supply professional engineering services to CITY unless specifically stated in this Agreement to the contrary.
- 1.9 If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees which are directly attributed to such litigation in addition to any other relief to which it may be entitled.
- 1.10 Nothing in this Agreement shall be construed to create in any third party or in favor of any third party any right(s), license(s), power(s) or privilege(s).
- 1.11 Prior to the commencement of work under this Agreement, each party shall designate in writing an employee or other representative of the designating party who shall have full authority to approve changes in the Scope of Work and compensation therefore, execute written Change Orders reflecting such changes, render decisions promptly, and furnish information expeditiously to the other party when necessary.
- 1.12 The CITY and VEOLIA acknowledge and agree that each party has had an opportunity to negotiate and modify the terms and conditions of the Agreement and that the standard rule of interpreting contract ambiguities against the drafter shall not be applicable to this Agreement.

2. VEOLIA’s Services - General

- 2.1 VEOLIA will staff the Water and Wastewater Project with employees who have met appropriate licensing and certification requirements of the State of Kansas.

- 2.2 VEOLIA shall provide ongoing training and education for appropriate personnel in all necessary areas of modern water and/or wastewater process control, operations, maintenance, safety, and supervisory skills.
- 2.3 VEOLIA shall maintain and utilize the existing computerized programs for maintenance, process control, cost accounting, and laboratory Quality Assurance/Quality Control.
- 2.4 VEOLIA shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by CITY and assist CITY in enforcing existing equipment warranties and guarantees. VEOLIA shall provide the CITY with full documentation that preventive maintenance is being performed on all the CITY owned equipment, with such maintenance in accordance with manufacturers recommendations during the term of the warranty, and at all other times at intervals and in sufficient detail as may be determined by Prudent Industry Practices and acceptable to the CITY. Such a maintenance program must include documentation of corrective and preventive maintenance and a spare parts inventory.
- 2.5 VEOLIA shall maintain an annual preventative maintenance schedule which shall outline the routine maintenance schedule with man-hours and tasks broken down by process and major equipment at each facility. This maintenance schedule maybe via a maintenance management system approved by the City, however in any event this schedule shall be provide to the City in an electronic date form on a monthly basis. Further, upon request by the City VEOLIA shall provide the City copies of the completed, and/ or in-process of, preventive maintenance schedule for equipment which is owned and being operated as part of the facility.
- 2.6 Visits may be made at a reasonable time by CITY's employees so designated by CITY's representative. Keys for the Water and Wastewater Project shall be provided to CITY by VEOLIA for such visits. All visitors to the Water and Wastewater Project shall comply with VEOLIA's operating and safety procedures.
- 2.7 VEOLIA will implement and maintain an employee safety program in compliance with applicable laws, rules and regulations and make recommendations to CITY regarding the need, if any, for CITY to rehabilitate, expand or modify the Water and Wastewater Project to comply with governmental safety regulations applicable to VEOLIA's operations hereunder and federal regulations promulgated pursuant to the Americans With Disability Act ("ADA"). Nothing herein shall be construed to place upon VEOLIA a duty to find and report violations of either the safety laws or the ADA at the Facility.
- 2.8 VEOLIA may modify the process and/or facilities to achieve the objectives of this Agreement and charge the Costs to the Maintenance and Repair Limit; provided, however, no modification shall be without CITY's prior written approval if the

complete modification Cost shall be in excess of Two Thousand Dollars (\$2,000.00).

- 2.9 In any emergency affecting the safety of persons or property, VEOLIA may act without written amendment or change order, at VEOLIA's discretion, to prevent threatened damage, injury or loss. VEOLIA shall be compensated by CITY for any such emergency work notwithstanding the lack of a written amendment. Such compensation shall include VEOLIA's Costs for the emergency work plus a reasonable mark-up for overhead and profit. Nothing contained in this Section shall impose upon VEOLIA a duty to perform any emergency work absent a change order and failure to perform any such emergency work shall not impose upon VEOLIA any liability for errors and omissions.
 - 2.10 As required by law, permit or court order, VEOLIA will prepare plant performance reports and submit them to CITY for signature and transmittal to appropriate authorities.
 - 2.11 VEOLIA will provide laboratory testing and sampling presently required by plant performance portions of the NPDES permit, the Clean Water Act, the Safe Drinking Water Act, and/or any federal, state or local rules and regulations, statutes or ordinances, permit or license requirements or judicial and regulatory orders and decrees.
 - 2.12 Upon request of CITY or as it shall deem necessary, VEOLIA will provide a listing of recommended capital improvements required for the Water and Wastewater Project. VEOLIA will not be relieved of its responsibility to perform if the recommendations are not implemented; provided, however, the failure to meet effluent requirements (or other damage or injury) resulting from the failure to make recommended capital improvements necessary to meet federal, state or local laws, rules or regulations for the safety of persons in or about the facilities and to meet ADA requirements shall not be optional for the CITY. If approved, the CITY will make arrangements for the design and construction of said improvements.
3. VEOLIA's Scope of Services - Wastewater
- 3.1 This Article shall apply to services provided by VEOLIA to manage, operate and maintain ("M,O&M Services") the CITY's wastewater treatment system.
 - 3.2 Within the design capacity and capabilities of the Wastewater Treatment Plant(s) described in Appendix B, VEOLIA will provide M,O&M Services to the Plant(s) so that effluent discharged from the Plant's outfalls meets the requirements specified in Appendix C-1.
 - 3.3 Subject to the availability of funds within the Chemical, Solids, Maintenance Repair Limit, VEOLIA will provide for all Chemicals and Solids, and perform all Maintenance and Repairs for the Wastewater portion of the Water and Wastewater Project, and submit a monthly accounting to CITY, along with a

detailed invoice, if Chemical, Solids, Maintenance and Repair expenditures for the Water and Wastewater Project exceed the Chemical, Solids, Maintenance and Repair Limit specified in Section 6.1.

- 3.4 VEOLIA will pay all Costs incurred in normal Wastewater operations and biosolids disposal.
- 4. VEOLIA' Scope of Services - Water
 - 4.1 This Article shall apply to VEOLIA's M,O&M Services for the CITY's drinking water treatment, water storage and booster pump station systems.
 - 4.2 Within the design capacity and capabilities of the Water Treatment Plant(s) described in Appendix B, VEOLIA will manage, operate and maintain the Plant(s) so that water produced from the Plant(s) meets the requirements specified in Appendix C-2.
 - 4.3 VEOLIA will manage, operate and maintain the elevated water tower(s), reservoirs and booster pump station so that the use of said facilities are operated and maintained in accordance with Prudent Industry Practices for the water distribution system.
 - 4.4 Subject to the availability of funds within the Chemical, Solids, Repair and Maintenance Limit, VEOLIA will perform for all Chemicals and Solids and perform all maintenance Repairs for the Water portion of the Water and Wastewater Project, and submit a monthly accounting to CITY, along with a detailed invoice, if Chemical, Solids, Maintenance and Repair expenditures exceed the Chemical, Solids, Maintenance and Repair Limits specified in Section 6.1.
 - 4.5 VEOLIA will pay all Costs incurred in normal Water operations.
- 5. City's Duties
 - 5.1 The CITY shall fund all necessary Capital Expenditures. Priority shall be given to safety and the ADA related expenses described in Section 2.7. Any loss, damage, or injury resulting from CITY's failure to provide capital improvements and/or funds in excess of the Maintenance and Repair Limit when reasonably requested by VEOLIA shall be the sole responsibility of CITY.
 - 5.2 The CITY shall keep in force all Water and Wastewater Project warranties, guarantees, easements and licenses that have been granted to CITY and are not transferred to VEOLIA under this Agreement.
 - 5.3 The CITY shall pay all sales, excise, *ad valorem*, property, franchise, occupational and disposal taxes, or other taxes associated with the Water and Wastewater Project other than taxes imposed upon VEOLIA's net income and/or payroll taxes for VEOLIA employees.

In the event VEOLIA is required to pay any sales tax or use taxes on the value of the services provided by VEOLIA hereunder or the services provided by any subcontractor of VEOLIA, such payments shall be reimbursed by the CITY unless the CITY furnishes a valid and properly executed exemption certificate relieving the CITY and VEOLIA of the obligation for such taxes. In the event the CITY furnishes an exemption certificate which is invalid or not applicable to services by VEOLIA, the CITY shall indemnify VEOLIA for any taxes, interest, penalties, and increment costs, expenses or fees which it may incur as a result of VEOLIA's reliance on such certificate.

- 5.4 The CITY shall provide VEOLIA, within a reasonable time after request and on an "as available" basis, with the temporary use of any piece of CITY's heavy equipment that is available so that VEOLIA may discharge its obligations under this Agreement in the most cost-effective manner. The un-availability of the City's equipment will not excuse VEOLIA from performing the M,O&M services.
 - 5.5 CITY shall provide all registrations and licenses for CITY's vehicles, if any, used in connection with the Water and Wastewater Project.
 - 5.6 CITY shall provide for VEOLIA's exclusive use of any vehicles and equipment presently in full-time use at the Water and Wastewater Project, and will provide for VEOLIA's use on an as-needed basis of other CITY equipment such as vactor or jet trucks. VEOLIA's use will be subject to CITY scheduling and related needs. The un-availability of the City's equipment will not excuse VEOLIA from performing the M,O&M services.
 - 5.7 CITY shall provide the Water and Wastewater Project with appropriate security personnel and/or devices to protect against any losses resulting from the theft, damage, or unauthorized use of property owned by CITY and shall accept liability for such losses except to the extent such losses are directly caused by the negligent acts or omissions of VEOLIA.
 - 5.8 CITY shall provide mowing and trimming for the Water Plant, water wells, water reservoirs, water booster station, East Wastewater Plant and Southwest Wastewater Plant.
6. Compensation
- 6.1 Water Treatment: \$95,307.67 per month which includes a Chemicals, Solids, Maintenance and Repair Limit of \$17,438.00 per month.
 - 6.2 Wastewater Treatment: \$145,135.00 per month which includes a Chemicals, Solids Maintenance and Repair Limit of \$41,412.67 per month.

The total Annual Fee amount for the calendar year 2012 shall be at the rate of \$240,442.67 per month or part thereof, with taxes and adjustments as specified hereafter to be included on each monthly invoice. The Chemicals, Solids,

Maintenance and Repair Limit included in the Annual Fee is \$58,850.67 per month.

Veolia agrees to increase the comprehensive general liability insurance coverage from \$5,000,000 to \$7,500,000 on the effective date, at an additional cost of \$1,000 per month.

VEOLIA will provide the City a proposed budget and Annual Fee, including separate Chemicals, Solids Maintenance and Repair Limits for Water Treatment and Wastewater Treatment, for the 2013 calendar year on or about June 1, 2012. Thereafter, VEOLIA will provide the City a proposed budget and Annual Fee, including separate Chemicals, Solids Maintenance and Repair Limits for Water Treatment and Wastewater Treatment, for the following calendar year on or before May 15.

- 6.3 The Annual Fee shall be negotiated each year prior to the anniversary of this Agreement's commencement date, with negotiations starting not later than April 15 and with a goal of agreement by May 31. Should CITY and VEOLIA fail to agree, the Annual Fee will be determined by the application of the procedures in Appendix D. The Chemical, Solids, Maintenance and Repair Limit shall increase or decrease by a percentage equal to the change in the Annual Fee.
- 6.4 The Annual Fee shall be subject to the CITY appropriating sufficient funds for the maintenance, management and operation of the Water and Wastewater Project on an annual basis.
- 6.5 If total direct costs for Chemicals, Solids, Maintenance and Repair expenditures are less than the Chemicals, Solids, Maintenance and Repair Limit ("CSMRL") for any calendar year, VEOLIA will rebate the difference to the CITY in accordance with Section 7.3. VEOLIA will notify CITY when total direct cost for Chemicals, Solids, Maintenance and Repair expenditures equal eighty percent (80%) of CSMRL. If direct total cost for Chemicals, Solids, Maintenance and Repair exceed the CSMRL for any calendar year, CITY will pay the difference to VEOLIA in accordance with Section 7.3 if the following condition is satisfied. The condition to reimbursement is that the CITY will be reasonably satisfied, based upon documentation provided by VEOLIA, that VEOLIA has substantially performed its maintenance obligations as set forth in Section 2.5 hereof and has otherwise followed Prudent Industry Practices with respect to the operation and maintenance of the facilities.

7. Payment of Compensation

- 7.1 One-twelfth (1/12) of the Annual Fee for the current year shall be due and payable on the last day of the month for each month that services are provided.
- 7.2 All other compensation to VEOLIA is due upon receipt of VEOLIA's invoice and payable within thirty (30) days of invoice due date. Any monies payable pursuant

to Section 6.5 will be paid within thirty (30) calendar days after the amount due has been reconciled by the parties and invoiced to the City. VEOLIA shall complete such reconciliation by the last day of February of the following year.

- 7.3 CITY shall pay interest at an annual rate equal to the daily yield for the ten-year treasury bonds published by The Bond Buyer, in New York, New York, on the Monday next preceding the invoice date, plus four percent, on payments not paid and received within thirty (30) calendar days of the due date, such interest being calculated from the end of said thirty day period. In the event the charges hereunder might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount within such limitation.

8. Scope Changes

- 8.1 A Change in Scope of services shall occur when and as VEOLIA's costs of providing services under this Agreement change as a result of:

- A. any change in Water and Wastewater Project operations, personnel qualifications or staffing or other cost which is mandated or otherwise required, by a change in law, rule or regulation or an action or forbearance of any governmental body having jurisdiction to order, dictate or require such change;
- B. increases or decreases of not less than ten percent (10%) in the influent flow or loadings as demonstrated by a twelve month floating average compared to the twelve month period ending on the effective date of this Agreement (baseline flow and loading information is located in Appendices C-1 and C-2);
- C. increases or decreases in rates or other related charges (including taxes) imposed upon VEOLIA by a utility provider (see Section 8.5 below) or taxing authority - excluding taxes based on VEOLIA's net income; and/or
- D. CITY's request of VEOLIA and VEOLIA's consent to provide additional or reduced services.

- 8.2 For Changes in Scope described in Sections 8.1 A, B & C, the Annual Fee shall be increased (or decreased) by an amount equal to VEOLIA's additional (reduced) Cost associated with the Change in Scope plus, or less, as applicable twelve percent (12%). Modifications of the Annual Fee as a result of conditions described in Section 8.1B shall be retroactive to the beginning of the twelve month comparison period.

- 8.3 CITY and VEOLIA shall negotiate an increase or decrease in VEOLIA's Annual Fee for Changes in Scope based on Section 8.1 D.

- 8.4 Utility Rates

Prior to May 15 of each calendar year, VEOLIA and CITY will agree in writing to the direct cost budget for electricity and natural gas for the following calendar year. The first electrical and natural gas compensation calculation will begin using the 2012 calendar year.

If the total Electrical Cost and Natural Gas Cost exceeds the current budget for electricity and natural gas by more than 5%, CITY will compensate VEOLIA for fifty percent (50%) of the costs in excess of 105% of the current budget amount. If the total Electric Cost and Natural Gas Cost are less than 95% of the current budget for electricity and natural gas, VEOLIA will compensate CITY for fifty percent (50%) of the difference below 95% of the current budget amount. Compensation to either party will be calculated based upon comparing the current calendar year budget amount for electricity and natural gas to actual Electric Cost and Natural Gas Cost for the same calendar year for the Water Plant, East Wastewater Plant and Southwest Wastewater Plant.

9. Indemnity, Liability and Insurance

- 9.1 VEOLIA hereby agrees to indemnify and hold CITY, its officers, commissioners and Mayor harmless from any liability or property damages for bodily injury, including death, which may arise from VEOLIA's negligence or willful misconduct under this Agreement; provided, VEOLIA shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.
- 9.2 CITY agrees to indemnify and hold VEOLIA and its officers harmless from any liability or property damage or bodily injury, including death, which may arise from all causes of any kind other than VEOLIA's negligence or willful misconduct, provided, CITY shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault. Notwithstanding the foregoing, CITY shall not be deemed to have waived any limitation or protection from liability provided by the Kansas Tort Claims Act.
- 9.3 VEOLIA shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency on for violations of the effluent or water quality requirements provided in Appendices C-1 and C-2 that are the result of VEOLIA's negligence. CITY will assist VEOLIA to contest any such fines in administrative proceedings and/or in court prior to any payment by VEOLIA. VEOLIA shall pay the cost of any such fines.
- 9.4 Neither party nor their affiliated companies, nor the officers, agents and employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for consequential or special damages, loss of profits, loss of opportunity, loss of product or loss of use. Any protection against liability for losses or damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict liability of any

protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies which are inconsistent with these terms are waived.

9.5 Indemnity agreements provided for in this Agreement shall survive the termination of the Agreement.

9.6 Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix E. Each party shall provide the other party with satisfactory proof of insurance.

10. Term, Termination and Default

10.1 This Agreement shall be effective June 23, 2012 and, unless terminated sooner, shall expire December 31, 2020.

10.2 A party may terminate this Agreement only for material breach of the Agreement by the other party; only after giving written notice of breach; and, except in a case of breach by CITY for non-payment of VEOLIA's invoices, in which case termination may be immediate by VEOLIA, only after allowing the other party thirty (30) days to cure or commence taking steps to cure the breach.

10.3 In the event this Agreement is terminated by CITY due solely for the reason of non-appropriation of funds to operate and maintain the Water and Wastewater Project, upon notice of termination by CITY, VEOLIA shall assist CITY in assuming operation of the Water and Wastewater Project. If additional cost is incurred by VEOLIA at request of CITY, including without limitation actual and documented demobilization and transition costs ("Termination Costs") if this Agreement is terminated prior to its natural expiration date, CITY shall pay VEOLIA such cost within thirty (30) days of invoice receipt.

Termination Costs shall consist of actual costs incurred or not recouped by VEOLIA as a result of the termination, including specifically (a) severance benefits provided to employees of Veolia who are terminated by Veolia as a result of the contract termination, and who are not offered employment by the City, (b) unavoidable contract costs (e.g. termination or transfer costs for service, supply, license, or lease contracts that are mid-term at the time of transition), and (c) unamortized capital costs (in the event that VEOLIA provides, at CITY's request or approval, for improvements to the Facilities.

10.4 Upon termination of this Agreement, and all renewals and extensions of the Agreement, VEOLIA will return the Water and Wastewater Project to CITY in the same condition as it was upon the effective date of the Agreement, ordinary wear and tear excepted. Equipment and other personal property purchased by VEOLIA for use in the operation or maintenance of the Water and Wastewater Project shall remain the property of VEOLIA upon termination of the Agreement unless the property was directly paid for by CITY or CITY specifically reimbursed VEOLIA for the cost incurred to purchase the property or this Agreement provides to the contrary.

11. Disputes and Force Majeure

11.1 In the event activities by employee groups or unions cause a disruption in VEOLIA's ability to perform at the Water and Wastewater Project, CITY, with VEOLIA's assistance or VEOLIA at its own option, may seek appropriate injunctive court orders. During any such disruption, VEOLIA shall operate the facilities on a best-efforts basis until any such disruptions cease.

11.2 Neither party shall be liable for its failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstances beyond its reasonable control or force majeure. However, this Section may not be used by either party to avoid, delay or otherwise affect any payments due to the other party.

12. Public Works Project Terminated

12.1 CITY and VEOLIA acknowledge and agree that VEOLIA will cease providing the Public Works Project services described on Appendix F after June 22, 2012. CITY and VEOLIA will enter into a Transition Agreement on Public Works Services in the form attached hereto at Appendix G.

Both parties indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental action necessary to bind the parties to the terms of this Agreement has been and will be taken.

City Of Junction City

Veolia Water North America—Central, LLC

By: _____
Pat Landes,
Mayor
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Attest:

City Clerk

APPENDIX A

DEFINITIONS

- A.1 “Abnormal Substances” means substances or materials that: (i) create a fire or explosion hazard at the Facility; (ii) will cause corrosive structural damage to the Facility; (iii) contain solid or viscous pollutants in amounts which will cause obstruction to the flow in the Facility; (iv) are present in flow rates or concentrations that will cause interference to biological processes necessary for treatment or will pass through the Facility without effective treatment for removal; (v) will result in the presence of toxic gases, vapors or fumes within the Facility in a quality that may cause acute worker health and safety problems; or (vi) will result in an alteration of the requirements or costs for the operation or maintenance of the Facility.
- A.2 “Adequate Nutrients” means plant influent nitrogen, phosphorus and iron contents proportional to BOD₅ in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one-half (0.5) part iron for each one hundred (100) parts BOD₅.
- A.3 “Annual Fee” means a predetermined, annual fixed sum for VEOLIA’s services. The Annual Fee includes Cost and Management Fee.
- A.4 “Capital Expenditure” means any expenditures for (1) the purchase of new or replacement equipment or facility items that cost more than Two Thousand Dollars (\$2,000); or (2) major repairs which significantly extend equipment or facility service life and cost more than Two Thousand Dollars (\$2,000) or (3) expenditures that are planned, non-routine and budgeted by CITY.
- A.5 “Chemicals, Solids, Maintenance and Repair Limit” means the total Chemicals, Solids and Maintenance and Repair costs that VEOLIA has included in the Annual Fee (budget). Such expenditures exclude any labor costs for VEOLIA’s staff assigned to the Water and Wastewater Project. VEOLIA’s specialized maintenance personnel, not assigned at the Water and Wastewater Project, who provide such specialized services such as, but not limited to, vibration, thermographic and electrical analysis, instrumentation maintenance and repair will be charged to the Maintenance and Repair Limit.
- A.6 “Cost” means all Direct Cost and indirect cost determined on an accrual basis in accordance with generally accepted accounting principles.
- A.7 “Direct Cost” means the actual cost incurred for the direct benefit of the Water and Wastewater Project including, but not limited to, expenditures for Water and Wastewater Project management and labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships and training supplies.
- A.8 “Electrical Cost” means the amount for electricity costs paid by VEOLIA.
- A.9 “Management Fee” means the VEOLIA profit and Overhead within the Annual Fee for services under this Agreement.

- A.10 “Maintenance” means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer during the warranty term, and thereafter by Prudent Industry Practices or by VEOLIA to maximize the service life of the equipment, sewer, vehicles and facilities.
- A.11 “Natural Gas Cost” means the amount for natural gas paid by VEOLIA.
- A.12 “Prudent Industry Practices” means those methods, techniques, standards, and practices that are generally accepted and prudent in the water and wastewater treatment industry in the United States with respect to Facilities similar to the Water and Wastewater Project.
- A.13 "Public Works Project" means all equipment, vehicles, grounds, rights of way, and facilities described in Appendix F and, where appropriate, the management, operations and maintenance of such.
- A.14 “Repairs” means those non-routine and/or non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert failure of the equipment, sewer, vehicles or facilities or some component thereof.
- A.15 “Unforeseen Circumstances” shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Water and Wastewater Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of public enemy, war, blockade, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any local, province, administrative agency or governmental body of competent jurisdiction, (iii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by an local, province or governmental body (iv) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strikes, work slowdowns or work stoppages by employees of VEOLIA; and (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Water and Wastewater Project.
- A.16 “Water and Wastewater Project” means all equipment, vehicles, grounds, rights of way, sewers and facilities described in Appendix B and, where appropriate, the management, operations and maintenance of such as described herein.

APPENDIX B

DESCRIPTION OF WATER AND WASTEWATER PROJECT

VEOLIA agrees to provide the services necessary for the management, operation and maintenance of the following:

- a. All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate CITY's Water Treatment Plant located at:

2101 North Jackson Street

- b. All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate CITY's Wastewater Treatment Plants located at:

427 Grant Avenue, and
3200 Industrial Street

End of Text This Page

APPENDIX C-1

NPDES PERMIT AND WASTEWATER PROJECT CHARACTERISTICS

- C.1 VEOLIA will operate so that effluent will meet the requirement of the East Wastewater Plant NPDES permit No. M-LR15-0001 (issued on January 1, 2008 and expired on December 31, 2011) and of the Southwest Wastewater Plant NPDES Permit No. M-SH45-0002 (issued January 1, 2010 and will expire on October 31, 2014) a full and complete copy of which is adopted by reference herein as of the date hereof. VEOLIA shall be responsible for meeting the effluent quality requirements of the Permit of unless one or more of the following occurs: (1) the Water and Wastewater Project influent does not contain Adequate Nutrients to support operation of Water and Wastewater Project biological processes and/or contains Abnormal Substances which cannot be removed by the existing process and facilities; (2) dischargers into CITY's sewer system violate any or all regulations as stated in CITY's Industrial Water and Sewer Ordinance(s) or as required by law; (3) if the Water and Wastewater Project is inoperable or can operate only at a reduced capacity on account of construction activities, fire, flood, adverse weather conditions, labor disputes or other causes beyond VEOLIA's control, (4) the flow or influent BOD₅ and/or suspended solids exceeds the Water and Wastewater Project design parameters as follows:

East Wastewater Plant: 2.5 million gallons of flow per day, 4181 pounds of BOD₅ per day, 3558 pounds of suspended solids per day and a daily peaking factor of 1.5 times flow;

Southwest Wastewater Plant: 2.50 million gallons of flow per day, 13,387 pounds of BOD₅ per day, 11370 pounds of suspended solids per day and a daily peaking factor of 1.22 times flow.

- C.2 In the event any one of the Water and Wastewater Project influent characteristics, suspended solids, BOD₅ or flow, exceeds the design parameters stated above, VEOLIA shall return the plant effluent to the characteristics required by NPDES in accordance with the following schedule after Water and Wastewater Project influent characteristics return to within design parameters.

| <u>Characteristics Exceeding Design Parameters By</u> | <u>Recovery Period Maximum</u> |
|---|------------------------------------|
| 10% or Less | 5 days |
| Above 10% Less than 20% | 10 days |
| 20% and Above | 30 days |

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Abnormal Substances or the lack of Adequate Nutrients in the influent, then VEOLIA will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

C.3 VEOLIA shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Abnormal Substances or is inoperable, and the subsequent recovery period.

C.4 The Annual Fee for services under this Agreement is based upon the following:

(a) Water and Wastewater Project influent characteristics:

East Wastewater Facility:

| | |
|--------------------|-------------------------------|
| Flow | 1.694 million gallons per day |
| BOD ₅ | 4,498 pounds per day |
| TSS | 6,286 pounds per day |
| NH ₃ -N | 545 pounds per day |
| DHS* | 0 mg/L |

Southwest Wastewater Facility:

| | |
|--------------------|-------------------------------|
| Flow | 0.818 million gallons per day |
| BOD ₅ | 3,566 pounds per day |
| TSS | 1,550 pounds per day |
| NH ₃ -N | 64 pounds per day |
| DHS* | 0 mg/L |

*DHS means Dissolved Hydrogen Sulfide concentration.

The above characteristics are the actual twelve (12) months' average for the period ended December 31, 2011. Any change of 10 percent (10%) or more in any of these characteristics, based upon a twelve (12) month moving average, will constitute a Change in Scope. (See Article 9)

(b) VEOLIA's expenses for hauling by truck and disposing of Biosolids Waste are based on paying \$.0216 per gallon of eligible Waste at the East and Southwest Wastewater Facilities applied directly to agricultural land which is approximately 8 to 15 road miles from the Water and Wastewater Project and \$.01021 for Biosolid wastes hauled between plants. The hauling fees are subject to the same CPI adjustment annually as the contract. Any change in Costs shall give rise to a Change in Scope and the additional costs shall be added to the Annual Fee.

(c) VEOLIA has arranged with the CITY to have trash and screenings disposed utilizing the City's trash hauling service at no cost to VEOLIA. Any change in Costs shall give rise to a Change in Scope and the additional costs shall be added to the Annual Fee.

APPENDIX C-2

WATER PROJECT CHARACTERISTICS

C.1 The Water Project has the following design characteristics:

A capacity of 10-MGD of finished water production with an ability for chemical additions, flocculation, sedimentation and filtration based on 4.0 gallons per minute per square foot of filter area. The Water and Wastewater Project has the capability for post treatment by chlorination and fluoridation.

C.2 The Annual Fee for services under this Agreement is based upon the following:

Raw water characteristics:

| | |
|------------|-----------------------------|
| Flow: | 4.5 million gallons per day |
| Iron: | < 2.0 mg/1 |
| Manganese: | < 1.0 mg/1 |
| Hardness: | < 400 mg/1 |
| pH: | 6.8 to 7.3 |
| Fluoride: | > 0.3 mg/1 |

C.3 VEOLIA will operate the Water and Wastewater Project so that water treated will meet the current Federal Drinking Water Standards. VEOLIA's Annual Fee includes all costs for treating an average daily flow of 4.5 MGD of raw water per day to the standards specified below.

| | |
|---------------|-----------------------|
| Turbidity | <0.5 NTU |
| Iron | <0.3 mg/1 |
| Manganese | <0.05 mg/1 |
| Fluoride | 0.4 mg/1 to 1.0 mp,/1 |
| pH | > 7.0 |
| Color | <15 color units |
| Corrosivity | Non corrosive |
| Odor | <3.0 TON |
| E. Coli | Negative |
| Free Chlorine | ≥ 0.2 mg/1 |

C.4 VEOLIA shall arrange for the hauling by truck and disposal of water lime sludge wastes at an approved location. VEOLIA's expenses for hauling and disposing of lime sludge waste are based on paying \$182.13 per truck load of material hauled from the site by a private contractor plus handling and site preparation work. The per load fee is subject to the same CPI adjustment annually as the contract. Any change in Costs shall give rise to a Change in Scope and the additional costs shall be added to the Annual Fee.

C.5 If any of the following contaminants in the raw water causes the finished water to exceed the Maximum Contaminant Levels (MCL) established for finished water quality, VEOLIA will treat the raw water to reduce said contaminant to an acceptable MCL. The cost of any specific treatment will be in addition to the Annual Fee for the treatment required by this Article C.5.

| <u>Radionuclides</u> | <u>MCL</u> |
|---------------------------------|-------------------|
| Radium | 5.0 PCi/L |
| Gross Alpha | 15.0 PCi/L |
| <u>Organic Chemicals</u> | |
| <u>Contaminant</u> | <u>MCL (mg/l)</u> |
| Alachlor | 0.002 |
| Atrazine | 0.003 |
| Benzene | 0.005 |
| Carbofuran | 0.04 |
| Chlordane | 0.002 |
| 1,2-Dichloroethane | 0.005 |
| 1,1-Dichloroethylene | 0.007 |
| cis-1,2-Dichloroethylene | 0.07 |
| trans-1,2-Dichloroethylene | 0.1 |
| 1,2-Dichloropropane | 0.005 |
| Endrin | 0.002 |
| Ethylbenzene | 0.7 |
| Ethylene Dibromide (EDB) | 0.00005 |
| Heptachlor | 0.0004 |
| Heptachlor Epoxide | 0.0002 |
| Methoxychlor | 0.04 |
| Polychlorinated Biphenyls (PCB) | 0.0005 |
| Styrene | 0.1 |
| Tetrachloroethylene | 0.005 |
| Toluene | 1 |
| Toxaphene | 0.003 |
| 1,1,1-Trichloroethane | 0.02 |
| Trichloroethylene | 0.005 |
| Total Trihalomethanes | 0.8 |
| Vinyl Chloride | 0.002 |
| Xylenes (Total) | 10 |

Inorganic Chemicals

| <u>Contaminant</u> | <u>MCL (mg/l)</u> |
|--------------------|-------------------|
|--------------------|-------------------|

| | |
|------------------------------|------------------|
| Antimony | 0.006 |
| Arsenic | 0.01 |
| Barium | 2 |
| Beryllium | 0.004 |
| Cadmium | 0.005 |
| Chromium | 0.1 |
| Fluoride | 4 |
| Mercury | 0.002 |
| Nitrate | 10 (as nitrogen) |
| Nitrite | 1 (as nitrogen) |
| Total Nitrate Nitrite | 10 |
| Selenium | 0.05 |
| Chloride | 250 |
| Copper | 1.3 |
| Lead | 0.015 |
| Silver | 0.10 |
| Sulfate | 250 |
| Thallium | 0.002 |
| Total dissolved solids (TDS) | 500 |
| Zinc | 5 |

C.6 VEOLIA will provide laboratory services for monitoring for all contaminants as requested by the Primacy Entity and the NPDWR. As MCLs are established and promulgated the City shall be notified and the constituents added to the list under C.5.

| | |
|---------------------------|-----------------------------------|
| Aldrin | Hexachlorobenzene (0.001) |
| Benzo(a)pyrene (0.0002) | Hexachlorocyclopentadiene (0.05) |
| Butachlor | 3-Hydroxycarbofuran |
| Carbaryl | Methomyl |
| Dalapon (0.02) | Metolachlor |
| Di(2-ethylhexy) adipate | Metribuzin |
| Di(2-ethylhexyl)phthalate | Oxyamyl (vydate) (0.02) |
| Dicamba | Picloram (0.5) |
| Dichloromethane | Dieldrin Propachlor |
| Dinoseb | Simazine (0.004) |
| Diquat (0.02) | 2,3,7,8-TCDD (Dioxin) (0.0000003) |
| Endothall | 1,2,4-Trichlorobenzene (0.04) |
| Glyphosate | 1,1,2-Trichloroethane (0.05) |
| Gamma-BHC (Lindane) | Tetrachloromethane |
| Chlorobenzene (0.01) | 1,4 Dichlorobenzene |
| 1,2 Dichlorobenzene | Methyl tert-butyl ether (MTBE) |

APPENDIX D

ANNUAL FEE ADJUSTMENT FORMULA

APPENDIX D

ANNUAL FEE ADJUSTMENT FORMULA

$$AAF = AF \left(\frac{C - C_o}{C_o} + X \right)$$

Where:

AF = Annual Fee specified in Article 6.1 before any annual modification.

AAF = Adjusted Annual Fee.

Co = Consumer Price Index for All Consumers (U.S. City Average) as published by the U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the month of February of the City Budget Year prior to beginning service under this Agreement.

C = Consumer Price Index for All Urban Consumers (U.S. City Average) as published by the U.S. Department of Labor, Bureau of Labor Statics in the CPI Detailed Report for the month of February of the City Budget Year prior to be beginning of the period for which an adjusted base fee is being calculated.

X = 1.0

In no case will the AAF be a negative.

APPENDIX E

INSURANCE COVERAGE

VEOLIA SHALL MAINTAIN:

1. Statutory workers compensation for all of VEOLIA's employees at the Water and Wastewater Project as required by the State of Kansas.
2. Comprehensive general liability insurance, insuring VEOLIA's negligence, in an amount not less than ten million dollars (\$7,500,000) combined single limits for bodily injury and/or property damage.
3. Automobile insurance in the amount of one million dollars (\$1,000,000) for liability, collision, comprehensive, bodily injury and property damage for vehicles provided by VEOLIA and any CITY owned vehicles, and any vehicles provided to VEOLIA for VEOLIA's use in the performance of this Agreement.

CITY SHALL MAINTAIN:

1. Statutory workers compensation for all of CITY's employees associated with the Water and Wastewater Project as required by the State of Kansas.
2. Property damage insurance for all property, including vehicles owned by CITY and operated by VEOLIA under this Agreement. Any property, including vehicles, not properly or fully insured shall be the financial responsibility of the CITY.

VEOLIA and CITY will provide at least thirty (30) days notice of the cancellation or non-renewal of any policy required to be maintained under this Agreement. VEOLIA may self-insure reasonable deductible amounts under the policies it is required to maintain to the extent permitted by law but only if such action does not invalidate the property insurance of CITY. VEOLIA and CITY shall be included as additional insureds according to their interest under these policies during the term of this Agreement. Such additional insured provisions shall not include workers compensation policies. VEOLIA and CITY shall each waive its and its insurers' rights of subrogation as respects any claims covered or which should have been covered by valid and collectible insurance including any deductibles and retentions maintained thereunder.

APPENDIX F
PUBLIC WORKS PROJECT

| LIFT STATION | ADDRESS |
|--------------------------|-----------------------|
| Footlocker | 3302 S. US Highway 77 |
| Highland Drive | 1507 Highland Drive |
| Candlelight Drive | 1456 Candlelight Lane |
| Elmdale (Northwind) | 1935 Northwind Drive |
| Hoover Road | 100 Hoover Road |
| Mobile Traveler | 2317 N. Jackson St. |
| 40 US 77 | Gateway Court |
| Goldenbelt Blvd. | 1001 Goldenbelt Blvd. |
| East Street | 630 East Street |
| East Chestnut St. | 400 East Chestnut St. |
| Grant Ave (Regency) | 948 Grant Ave. |
| East Ash | 100 blk E. Ash |
| Faith Tabernacle | Rucker Rd |
| Doc Hargraves #2 | Brooke Bend |
| Doc Hargraves #5 | Nicole |
| Olivia Farms | 2700 Fort Ave. |
| Olivia Farms | 2500 Wilma Way |
| Village at Freedom Place | Fuller Circle |
| Osprey Ct. | 2330 Osprey Ct. |
| Jaeger Dr. | 2550 Jaeger Drive |
| Michael's Run | Caroline Ct. |

All equipment, grounds and facilities now existing within the present property boundaries of water pumping station and water storage tanks

All equipment, vehicles, grounds, and facilities now existing within the present property boundaries of or being used to operate the CITY's public works department and storage yard

Building maintenance

Maintenance of Vehicles and Rolling Stock attached on Appendix G

Traffic light maintenance

Street Light Maintenance

Solid Waste Collection

APPENDIX G

Transition Agreement to be Attached

TRANSITION AGREEMENT FOR PUBLIC WORKS SERVICES

This Transition Agreement For Public Works Services ("Transition Agreement") is made and entered into effective the 23rd day of June, 2012, by and between Veolia Water North America–Central, LLC, ("VEOLIA") and the City of Junction City, Kansas ("CITY") (individually or collectively hereinafter a "Party" or the "Parties").

WITNESSETH:

WHEREAS, CITY and VEOLIA are parties to that certain Agreement for Operations, Maintenance and Management Services dated November 17th, 1998, as amended by Amendment One dated December 21, 1999, Amendment Two dated November 5, 2002, Amendment Three dated December 27, 2005 and Amendment Four dated April 1, 2008 (collectively, the "Original Agreement"); and

WHEREAS, CITY and VEOLIA have agreed to amend and restate the terms of the Original Agreement (the "Restated Agreement") in their entirety in order to, among other things, provide that, effective as of midnight June 23, 2012, the City will assume certain services known by the Parties as the "Public Works Project," generally consisting of street department related functions, traffic, building maintenance, fleet maintenance, utility department related functions and solid waste collection; and

WHEREAS, the Parties wish by this Transition Agreement to formalize their agreement with respect to certain transition items for the Public Works Project;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Public Works Project Transitioned to City.** CITY and VEOLIA acknowledge and agree that VEOLIA will cease providing the Public Works Project services described on Appendix A after June 22, 2012. CITY and VEOLIA agree to use reasonable efforts and to cooperate in the transfer of the Public Works Project from VEOLIA back to the CITY.
2. **Transfer of Equipment and Other Personal Property.** CITY and VEOLIA have agreed to the transition of certain vehicles and equipment purchased and/or leased by VEOLIA for use in the operation or maintenance of the Public Works Project, and for payment by the CITY for certain projects that were funded by VEOLIA. The total amount payable by the CITY to VEOLIA is \$1,260,721. Payment will be made by the CITY to VEOLIA on or before June 23, 2012.

The vehicles and equipment are described in Appendix B. VEOLIA will make such property available to the CITY on or prior to June 23, 2012. VEOLIA will fully pay off any leases or other encumbrances on such property and on or prior to June 23, 2012 will convey, or cause to be conveyed, good and clear title to such property to the CITY, or per the CITY'S written instructions to the lender or lenders financing the CITY'S acquisition of such property. VEOLIA is responsible for costs and charges incurred prior to the transition date and the CITY is responsible for costs and charges incurred after the transition date and, except as otherwise provided herein, any transfer costs that may be due as a result of the transition.

3. **Employment of Personnel.** CITY may, but shall have no obligation to, employ persons employed by VEOLIA who are assigned to the Public Works Project. In the event that any employees of VEOLIA who were committed to the Public Works Project as of the transition date, who have applied for a position with the City's Public Works Department, meet the CITY's standard qualifications for employment with the City's Public Works Department, and are not offered employment by the CITY or do not accept an offer of employment by the City, and are not retained as employees of Veolia, and therefore become eligible for severance under VEOLIA's Involuntary Separation Pay Plan, CITY shall reimburse VEOLIA for such severance costs. Such payment will be limited to amounts not exceeding the amounts per employee provided to the City Attorney on or about May 4, 2012.

Payment of amounts due under paragraphs 2 and 3 will be made within 30 days of invoice issued by VEOLIA to the CITY.

4. **Mutual Releases.** In consideration of the promises and covenants set forth in this Transition Agreement, and other good and valuable consideration, the adequacy of which is hereby acknowledged, VEOLIA and the CITY (on behalf of and all of their agents, employees, officers, directors, shareholders, attorneys, insurers, representatives, and any affiliated or related companies, including parent companies and their subsidiaries, divisions, and their successors and assigns) do now and forever, fully and finally, release and discharge and acquit one another (and all of their agents, employees, officials, attorneys, insurers, representatives, and anyone claiming under or through the named parties, and any and all affiliated or related political subdivisions), from any and all claims, demands and causes of action, known or unknown, arising out of or relating to the Public Works Project, and, except for the obligations of the parties under this Transition Agreement, the parties hereby declare all such debts, demands, claims, liabilities, and causes of action fully and completely paid, satisfied and discharged.

5. **Savings Provision.** If any provision of this Transition Agreement shall be invalidated or refused enforcement by any court of competent jurisdiction, the provisions not invalidated or refused enforcement shall remain in full force and effect.

6. **Representations & Warranties By All Parties.** Each of the Parties represent and warrant for itself that (a) that the individual signing on behalf of the Party has the capacity, full power and authority to enter into this Transition Agreement, (b) the individual signing on behalf of the Party is authorized to do so, (c) other than as expressly provided herein, the Parties have not assigned, encumbered or in any manner transferred all or any portion of any claims covered by this Transition Agreement, and (d) no other person, party or corporation has any right, title or interest in any claims covered by this Transition Agreement.

7. **Execution.** The Parties agree that this Transition Agreement may be executed in counterpart, and further agree that signature exchanged by facsimile or digital copy (such as .pdf file) shall be deemed equivalent to original signature.

8. **Construction With the Restated Agreement.** This Transition Agreement is intended to be read consistent with the terms of the Restated Agreement, and any terms that are not addressed in this Transition Agreement shall be governed by the Restated Agreement. Provided however that in the event that any specific item of this Transition Agreement conflicts with the Restated Agreement, then this Transition Agreement will prevail.

TRANSITION AGREEMENT
Veolia Water North America–Central, LLC and Junction City, Kansas
Page 3 of 3

IN WITNESS WHEREOF, the Parties hereto have executed this Transition Agreement by affixing their signatures and the date of execution where indicated below.

VEOLIA WATER NORTH AMERICA–CENTRAL, LLC

By: _____

Its: _____

Date: _____

THE CITY OF JUNCTION CITY, KANSAS

By: _____

Pat Landes, Mayor

Date: _____

Attest:

City Clerk

APPENDIX A

PUBLIC WORKS PROJECT

| LIFT STATION | ADDRESS |
|--------------------------|-----------------------|
| Footlocker | 3302 S. US Highway 77 |
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| Hoover Road | 100 Hoover Road |
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| Goldenbelt Blvd. | 1001 Goldenbelt Blvd. |
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| East Chestnut St. | 400 East Chestnut St. |
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| East Ash | 100 blk E. Ash |
| Faith Tabernacle | Rucker Rd |
| Doc Hargraves #2 | Brooke Bend |
| Doc Hargraves #5 | Nicole |
| Olivia Farms | 2700 Fort Ave. |
| Olivia Farms | 2500 Wilma Way |
| Village at Freedom Place | Fuller Circle |
| Osprey Ct. | 2330 Osprey Ct. |
| Jaeger Dr. | 2550 Jaeger Drive |
| Michael's Run | Caroline Ct. |

All equipment, grounds and facilities now existing within the present property boundaries of water pumping station and water storage tanks

All equipment, vehicles, grounds, and facilities now existing within the present property boundaries of or being used to operate the CITY's public works department and storage yard

Building maintenance

Maintenance of Vehicles and Rolling Stock attached on Appendix G

Traffic light maintenance

[Type text]

Street Light Maintenance

Solid Waste Collection

[Type text]

APPENDIX B

[[Asset list and values]]

Transition Agreement
Appendix B
Public Works Equipment

| Unit # | Description | Year | VIN/Serial # | Veolia License | Purchase Price from Veolia Water |
|--------|--|------|--------------------|----------------|----------------------------------|
| | List | | | | |
| 263 | 2009 Generac 8 KW Model #0055010 | 2009 | 5732019 | | \$1,000 |
| 317 | 2000 Ford 1/2 Ton Pickup Truck XLT | 2000 | 1FTRX17WOYNB75690N | WIP 651 | \$2,000 |
| 405 | 1997 Ford Ranger Compact Pickup XL | 1997 | 1FTCR14U9VPA | VQU988 | \$1,500 |
| 419 | Ellis Bank Saw Model 3000 | | 30987118 | | \$800 |
| 421 | Hobart 2400 Mfg Welder | | 88WA02449 | | \$800 |
| 427 | Landa Model VH64-2000 (2000 psi) | | PO105-96503 | | \$2,000 |
| 578 | 2011 Ford F 150 Truck | 2011 | | 230DQF | \$23,858 |
| 581 | 2008 7400 International Sanitation Packer | 2008 | 1HTWCAAN69J097815 | 239 BOA | \$109,845 |
| 583 | 2008 7400 International Sanitation Packer | 2008 | 1HTWCAAN69J097816 | 238BOA | \$107,768 |
| 585 | 2008 7400 International Sanitation Packer | 2008 | 1HTWCAAN69J097817 | 240 BOA | \$90,732 |
| 606 | Core Cut CC1800 Concrete Walk Behind Saw (20") 20 Hp | | 1266733 | | \$1,333 |
| 608 | 2003 Crafcu Pavement Cutter Model 20990 | 2003 | 34118 | | \$3,500 |
| 612P | 2004 C-8 Meyers 8' Snow Plow | 2004 | 220809286 | | \$3,000 |
| 618 | 1997 Ford Ranger Compact Pickup XL | 1997 | 1FTCR14UOVPA33763 | VQU 989 | \$1,200 |
| 621 | 2007 Case Model 580 Super MII Backhoe | 2007 | N7C428031 | | \$44,812 |
| 625 | 2006 Stone Stomper Dirt Wacker | 2006 | | | \$1,000 |
| 625 | Stone Viber Plate Model S23A | | 102001120 | | \$500 |
| 648 | 2011 Ford Ranger 2wd XL | 2011 | 1FTKR1EE1BPA72537 | 212DQD | \$20,648 |
| 660 | 2010 Bobcat S205 | 2010 | AL3J35883 | | \$31,210 |
| 661T | Trailer to haul 660 2 axial | | | | \$3,000 |
| 667 | 2005 Stihl Concrete Hand Held 14" Saw TS-700 | 200? | 165177426 | | \$533 |
| 680 | 2007 Freightliner 5-ton dump truck | 2007 | 1FVACWC37HV78520 | 615CIT | \$42,891 |
| 689 | 2007 Freightliner 5-ton dump truck | 2007 | 1FVACWDD97HW67872 | 614CIT | \$42,260 |
| 690 | 2008 Johnston Vanquard 3000 Street Sweeper | 2008 | 1J9VMH699C172015 | 013CIV | \$119,577 |
| 803 | 2012 Ford F 450 Utility Truck | 2012 | | 856DQH | \$50,673 |
| 837 | 2005 Stihl Concrete Hand Held 14" Saw TS-700 | 2005 | 164964823 | | \$533 |
| 896 | 2007 Case Model 580 Super MII Backhoe | 2007 | N7C428040 | | \$58,388 |
| 922T | 1994 CMC 28-Ft End Dump | 1994 | 4E7BA2820RATA0445 | 915CBA | \$18,000 |
| 1202 | 2004 Ford Ranger | 2004 | 1FTYR14U64PA95284 | 370BOA | \$4,750 |
| | 18" Poluan chain saw | | | | \$133 |
| | 16" Poluan chain saw | | | | \$80 |
| | 3 Utility locaters | | | | \$1,600 |
| | 16" Pipe - concrete saw | | | | \$1,333 |
| | Mac tool box | | | | \$1,333 |
| | Misc tools | | | | \$1,600 |
| | MAC Tools Box w/ Tools | | | | \$2,500 |
| | Hobert Welder Unit | | | | \$2,000 |
| | Band Saw Ellis | | | | \$1,200 |
| | Fixed Pressure Sparyer Unit | | | | \$1,500 |
| | Ramps (small) Mobile Units (Pair of) | | | | \$400 |
| | Gray Truck Air Jacks (Part of) | | | | \$1,800 |
| | Gray 25 Ton Jack Mobile Unit | | | | \$900 |
| | Engine Hoist 2 Ton | | | | \$100 |
| | Pallet Jack Unit | | | | \$800 |
| | ICS Concrete Hand Saw (Hydraulic) | | | | \$1,900 |
| | Trench Shoring Unit | | | | \$2,500 |
| | Dewalt Drill set | | | | \$250 |
| | Fire Locker Unit | | | | \$800 |
| | Fire Locker Unit | | | | \$600 |
| | Laptop Computer | | | | \$500 |
| | Aqua Tap 3/4 to 2" | | | | \$2,500 |
| | Fire Locker Unit | | | | \$600 |
| | Fire Locker Unit | | | | \$600 |

Transition Agreement
Appendix B
Public Works Equipment

[illegible]

Backup material for agenda item:

- d. Consideration of award of contract for the lease/purchase for 2012 capital equipment purchases. Finance Director Beatty presenting. Finance Director Beatty Presenting.

Junction City Commission Agenda Memo

Meeting Date: June 5, 2012

From: Cheryl Beatty, Finance Director

To: City Commissioners and Gerry Vernon, City Manager

Subject: Award of Bid – Lease Purchase Contract for 2012 Capital Equipment

Objective: Award of contract for the lease/purchase for 2012 capital equipment purchases.

Explanation of Issue: The 2012 budget included the purchase of one ambulance, a police vehicle, a codes department truck, a truck for the engineering department, and equipment needed for public works operations as a city controlled function. We sent a request for proposals to local and national banks to seek the best mix of financing costs and terms available for the lease purchase of equipment as planned for the 2012 capital equipment purchases. Below please find a list of the proposals received. We are recommending the award of contract to Intrust Bank of Junction City. The lease/purchase contract has been reviewed by city legal counsel.

Budget Impact: The ambulance and police vehicle have been purchased. The funds offset the amount that was budgeted for capital with the first payment listed under the lease/purchase line item. The remaining vehicles are to be purchased with the funds provided within the agreement and city budget. This is a 5-year budget commitment for repayment of the lease/purchase consisting of 10 equal installments starting later this year.

Recommendation: We recommend the award of bid for lease/purchase contract to Intrust Bank of Junction City.

Alternatives: It appears that the City Commission may approve the award of lease purchase contract as proposed, request modification of the contract, reject the contract, or table the request.

Enclosures: Lease/Purchase Contract

RESULTS OF LEASE/PURCHASE RFP

| Proposer | Status | 5-Year Rate | 7-Year Rate | Additional Terms |
|---------------------------------|--|-----------------|------------------|------------------|
| InTrust Bank | Complete Proposal | 2.90% + \$3,500 | 3.40% + \$25,000 | Add'l collateral |
| Kansas State Bank | Complete Proposal | 3.003% | n/a | n/a |
| US Bank | Failed to obtain final credit approval | | | |
| BAML | Pass | | | |
| GE Public Finance | Pass | | | |
| JPMorgan | Pass | | | |
| Muni Svcs Group | Pass | | | |
| Republic 1 st Nat'l. | Pass | | | |
| Systems Fin. Corp | Pass | | | |
| Wells Fargo | Pass | | | |

LEASE/PURCHASE AGREEMENT

Lease Number: 0003
Acct. Number: 888942

This Lease/Purchase Agreement ("Lease") is made and entered into on this 4th day of June, 2012, by and between INTRUST Bank, N.A., ("Lessor") and the City of Junction City ("Lessee"), wherein it is agreed as follows:

1. LEASE OF EQUIPMENT. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in Exhibit "A," with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto (collectively, the "Equipment").

2. DELIVERY OF ACCEPTANCE. Lessee shall order the Equipment from the supplier and shall take possession of the Equipment at the supplier's physical address or a location otherwise agreed to by Lessee and supplier (the "Equipment Location"). Lessee may arrange with the supplier of such Equipment for Lessee to take possession of such Equipment commencing on the date of this Lease. Lessee shall pay all transportation and other costs, if any, incurred in connection with the delivery of the Equipment. Any delay in such delivery shall not affect the validity of this Lease. Lessee shall accept the Equipment as soon as it has been delivered and is operational. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option, shall have the right to terminate this Lease. Lessee shall evidence its acceptance of each delivery of Equipment by executing and delivering to Lessor a certificate in the form of Exhibit "B" attached hereto and made a part hereof ("Acceptance Certificate"). Lessee shall submit to Lessor its final Acceptance Certificate evidencing complete and final delivery of all Equipment, on or before July 23, 2012. Lessee hereby authorizes the Lessor to add to this Lease and to any other description of the Equipment, the VIN number or serial number, as applicable, of each item of Equipment when available.

3. TERM. This Lease shall become effective upon the execution hereof by Lessee and Lessor. The initial term of this Lease shall commence on the date Lessee executes this Lease (the "Start Date") and continue through the end of Lessee's fiscal year containing the Start Date and, unless earlier terminated as expressly provided for herein, shall be automatically renewed on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Exhibit "C" attached hereto (the "Lease Term").

4. RENT. Lessee agrees to pay Lessor the rental payments for the Equipment as set forth in Exhibit "C" (singularly, "Rental Payment" and collectively, the "Rental Payments"). A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Exhibit "C." The Rental Payments shall be payable at the office of Lessor (or such other place as Lessor may designate in writing, from time to time) and shall commence on the Start Date or as otherwise set forth in Exhibit "C," and the remaining Rental Payments shall be payable on the same day of each consecutive month or quarter or semiannual or annual period thereafter (as designated in Exhibit "C") for the duration of the Lease Term. Any notice, invoicing, purchase orders, quotations or other forms or procedures required by Lessee as a condition to payment shall be fully provided to Lessor sufficiently in advance of the payment due date for the completion thereof by Lessor prior to such payment date. To the extent permitted by applicable law, whenever any portion of a Rental Payment is received by Lessor more than ten (10) days after the due date, Lessee shall pay to Lessor on demand, the greater of twenty-five dollars (\$25.00) or ten percent (10%) of such overdue amount. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION EIGHT (8) HEREOF, THE RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASONS WHATSOEVER.

5. AUTHORITY AND AUTHORIZATION. Lessee represents, warrants and covenants that (a) it shall do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) the Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of the Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation that it has issued or to which it is a party (the "Obligation") nor has it been in default under any obligation at any time during the past five (5) years; and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.

6. LESSEE CERTIFICATION. Lessee warrants and covenants that (a) it is a state, political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the related regulations and rulings thereunder; (b) subject to Section 8 below, Lessee's obligation under this Lease constitutes an enforceable obligation issued by or on behalf of a state or political subdivision thereof, such that any interest income derived under this Lease and due Lessor, including without limitation, those amounts designated as interest in Exhibit "B," shall not be includable in the gross income of Lessor or any participants for the purposes of federal income taxation; (c) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (d) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other government provision; (e) during the Lease Term, the Equipment shall not be used in a trade or business of any other person or entity, and (f) Lessee shall complete and file on a timely basis, Internal Revenue Service Form 8038g or 8038gc, as appropriate, in the manner set forth in Section 149(e) of the Code.

7. APPROPRIATIONS AND ESSENTIAL USE. Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments during the Lease Term. Lessee hereby covenants that it shall do all things lawfully within its power to obtain funds with which the Rental Payments may be made, including making provisions for such payments, to the extent necessary, in each budget submitted for the purpose of obtaining funding, using its *bona fide* best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals. It is Lessee's intent make the Rental Payments for the full Lease Term if funds are legally available therefore and, in that regard, Lessee represents that: (a) the use of the Equipment is essential to its proper, efficient and economic functioning or to the services that immediately use substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (b) the Equipment shall be used by the Lessee only for the purpose of performing one or more of its governmental proprietary functions consistent with the permissible scope of its authority.

8. NON-APPROPRIATION OF FUNDS. In the event no funds or insufficient funds are appropriated and budgeted for the acquisition, retention or operation of the Equipment and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the Rental Payments for the Equipment are due under this Lease, then Lessee shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor of such occurrence. This Lease shall hereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the Lessee of any kind, except as to (a) the portions of the Rental Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (b) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the day of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment.

9. LIMITATIONS ON WARRANTIES. LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM THE EQUIPMENT IS TO BE PURCHASED. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR OR DISTRIBUTOR OF SUCH EQUIPMENT, AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT.

Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law, all manufacturer's / vendor's warranties, if any, that it may have with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name, any warranty, representation or other claim enforceable against the manufacturer / vendor. Lessee, at its option, may provide in any purchase order that the manufacturer agree that any of such claims may be made by Lessee directly against the manufacturer / vendor. The obligation of Lessee to pay the Rental Payments shall not be abated, impaired or reduced by any reason of any claims of Lessee with respect to the Equipment including, without limitation, its condition quality, workmanship, delivery, shipment, installation, defects or otherwise.

10. TITLE; SECURITY INTEREST. Title to the Equipment is deemed to be in Lessee so long as no termination of this Lease pursuant to Section 8, nor any Event of Default (defined below), has occurred. Upon the earlier of (a) termination of this Lease in accordance with Section 8 above or (b) the occurrence of an Event of Default by Lessee, title shall immediately revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all rights, title and interest of Lessee in the Lease, the Equipment and in all additions, attachments, accessories, replacements, improvements and substitutions thereto, now or hereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (ii) agrees that the security interest granting herein constitutes attachment of a security interest in personal property; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. Lessee further agrees that the Kansas Uniform Commercial Code shall apply as between Lessor, its Assignees and Lessee.

11. PERSONAL PROPERTY. The Equipment is and shall remain personal property and shall not be deemed to be affixed or attached to real property or any building thereon. If requested by Lessor, Lessee shall, at its expense, furnish to Lessor, a landlord or mortgage waiver with respect to the Equipment.

12. USE; REPAIRS. Lessee shall use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its sole cost and expense, shall maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all re-certification requirements and shall furnish proof of such maintenance, if requested by Lessor and shall furnish all needed servicing and parts, which parts shall become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee shall furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.

13. ALTERATIONS. Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value, shall become part of the Equipment.

14. LOCATION; INSPECTION. The Equipment shall not be removed from its permanent base without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall be entitled to enter upon Lessee's property or elsewhere during reasonable business hours to reasonably inspect the Equipment or observe its use and operation.

15. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under the Lease. Lessee shall pay, when due, all charges and taxes (federal, state and local), which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but not the obligation, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee shall, upon demand, reimburse Lessor therefore.

16. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss or damage to the Equipment shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligations under this Lease. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair (the proceeds of any insurance recovery shall be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, shall: (a) replace the same with like equipment in good repair, (b) on the next Rental Payment date, pay to Lessor (i) all amounts owed by Lessee under this Lease, including the Rental Payment, due on such date, and (ii) an amount not less than the balance of the Rental Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor shall provide Lessee with the *pro rata* amount of the Rental Payment and the balance of the Rental Payment remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment that has suffered the event of loss.

17. INSURANCE. Lessee shall, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor. In the event of any loss, damage injury or accident involving the Equipment, Lessee shall promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.

18. INDEMNIFICATION. In the event that Lessee is not a state or political subdivision thereof, within the meaning of Section 103 of the Code, or if Lessee, whether by its use of the Equipment or by its actions or omissions or by any means whatsoever, causes any interest payments as set forth in Exhibit "B" to be included in Lessor's gross income, Lessee agrees to pay to Lessor an additional amount that, together with the amount of interest to be paid by Lessee under this Lease, puts Lessor in the same after-tax position they would have been in had such payment been excluded from the gross income of Lessor under Section 103 of the Code. In addition, Lessee agrees to indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including without limitation, attorney fees and court costs) arising in connection with the Equipment, including without limitation, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.

19. EVENTS OF DEFAULT. The term "Event of Default," as used in this Lease, means the occurrence of any one or more of the following events:

- a. Lessee fails to make any Rental Payment (or any other payment) when due, and such failure continues for five (5) days after the due date;
- b. Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within thirty (30) days after written notice thereof by Lessor;
- c. The discovery by Lessor that any statement, representation or warranty made herein by Lessee or any documents delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect;
- d. Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee, or all or substantially all of its assets, or a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or is filed against Lessee and is not dismissed within thirty (30) days thereafter; or
- e. Lessee shall be in default under any other agreement executed at any time with Lessor.

20. REMEDIES. Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies:

- a. By written notice to Lessee, declare all amounts then due hereunder and all remaining Rental Payments what shall become due during the current fiscal period of the Lease Term to be immediately due and payable, whereupon the same shall become immediately due and payable;
- b. By written notice to Lessee, demand return of the Equipment to Lessor (and Lessee agrees that it shall), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 8, above, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without liability to Lessor or its agents for such entry for damages to property or otherwise;

- c. Sell or lease the Equipment or sublease it for the account of Lessee holding Lessee liable for (i) all Rental Payments and other payments due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the purchase price, rental and other amounts paid by purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee hereunder; and
- d. Exercise any other right, remedy or privilege that may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for breach hereof; and rescind this Lease as to any or all of the Equipment.

In addition, Lessee shall remain liable for all covenants and indemnifications under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

21. **EARLY PURCHASE OPTION.** Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee shall have fully paid and performed all other obligations hereunder and further provided the no Event of Default has occurred and is continuing, pay to Lessor the applicable amount set forth Exhibit "C," whereupon title to the Equipment shall become unconditionally vested in Lessee and Lessor shall transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor shall warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

22. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee shall not; (a) assign, transfer, pledge, hypothecate or grant any security interest in or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment, or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees.

Lessor, without consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees. Subject to the foregoing, this Lease shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it shall keep complete and accurate record of all assignments in the form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge, in writing, any assignments if so requested.

Lessee agrees that, upon notice of assignment, if so instructed, it shall pay directly to Lessor's assignee, or its trustee or agent, without abatement, deduction or set off, all amounts that become due hereunder. Lessee further agrees that it shall not assert against any assignee, or trustee or agent thereof, any defense, claim, counterclaim or setoff on account of any reason whatsoever with respect to any Rental Payments or other amounts due hereunder or with respect to any action brought to obtain possession of the Equipment pursuant to this Lease.

23. **NATURE OF AGREEMENT.** Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor, and that Lessor neither has nor shall have any equity in the Equipment. It is the agreement of Lessor and Lessee that the aggregate rental payment provided for hereunder constitute the purchase price of the Equipment together with interest on the unamortized amount thereof over the term of this Lease, that each monthly installment of rent constitutes principal and interest, in accordance with the schedule of rental payments set forth in Exhibit "B," which fully amortizes the purchase price of the Equipment, together with interest, over the term of the Lease.

24. **AMENDMENTS.** This Lease may be amended or any of its terms modified for the purpose of adding Equipment, with the written consent of Lessor and Lessee. In such event, additions to or additional exhibits attached hereto shall be executed by Lessee. All other amendments or modifications of the terms of this Lease (except for the addition of VIN or serial numbers for the Equipment as set forth in the Acceptance Certificate) must be accomplished by written consent of Lessee and Lessor; provided, however, that no amendment of this Lease shall operate to reduce or delay any Rental Payments to be made hereunder without the prior written consent of Lessor at the time of such amendment.

25. **NOTICES.** All notices, requests and demands given to or made upon the respective parties shall be deemed to have been given or made when deposited in the mail, postage prepaid, and addressed as follows:

Borrower: City of Junction City
Attn: City Manager
700 N. Jefferson
Junction City, Kansas 66441

Lender: Intrust Bank, N.A.
Attn: Judd Liebau
904 W. 6th
Junction City, Kansas 66441

26. **OPTION TO PURCHASE.** The Lessee shall purchase the Equipment at the end of the Lease Term after fully complying with all terms and conditions of this Lease. The Lessee shall pay a transfer fee of \$1.00 for the purchase of the equipment at the end of the Lease Term. The Lessee may, in addition to the \$1 transfer fee, prepay the outstanding principal balance in order to exercise the option to purchase prior to the normal lease expiration date.

27. **GOVERNING LAW.** This Lease shall be governed by the provisions hereof and the laws of the State of Kansas.

28. FURTHER ASSURANCES. Lessee shall execute or provide, as requested by Lessor, any documents and information that are reasonably necessary with respect to the transaction(s) contemplated by this Lease. Lessee hereby authorizes Lessor to file such UCC financing and continuation statements as Lessor deems necessary to perfect its and/or its Assignee's security interest in the Equipment in this Lease.

29. ENTIRE AGREEMENT; NO UNWRITTEN AGREEMENTS. THIS LEASE, TOGETHER WITH THE EXHIBITS AND OTHER ATTACHMENTS HERETO, AND OTHER DOCUMENTS OR INSTRUMENTS EXECUTED BY LESSEE OR LESSEE AND LESSOR IN CONNECTION HERewith, CONSTITUTE THE ENTIRE AND FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE LEASE OF THE EQUIPMENT, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR OR CONTEMPORANEOUS ORAL AGREEMENT BETWEEN THE PARTIES. ANY NON-STANDARD TERM MUST BE WRITTEN BELOW TO BE ENFORCEABLE.

BY SIGNING BELOW THE PARTIES AFFIRM THERE ARE NO UNWRITTEN AGREEMENTS AMONG THEM.

LESSOR: INTRUST BANK, N.A.

LESSEE: CITY OF JUNCTION CITY

By _____
Judd Liebau, Community Bank President

By _____
Pat Landes, Mayor

30. SEVERABILITY. In case any one or more of the provisions contained in this Lease or any related documents should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

31. WAIVER. No delay or failure of Lender in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power or privilege hereunder, shall affect such right, power or privilege. The rights and remedies of Lender hereunder are cumulative and not exclusive. Any waiver, permit, consent or approval of any kind to Lessor, of any breach or default hereunder, or any such waiver of any provisions or conditions hereof, must be in writing and shall be effective only to the extent set forth in such writing.

Executed on behalf of Lessor and Lessee on the dates set forth below, effective on the effective date as described herein.

LESSOR: INTRUST BANK, N.A.

LESSEE: CITY OF JUNCTION CITY

Date: June __, 2012

Date: June __, 2012

By _____
Judd Liebau, Vice President

By _____
Pat Landes, Mayor

EXHIBIT "A"
TO LEASE/PURCHASE AGREEMENT

Description of Equipment:

DESCRIPTION OF LEASED EQUIPMENT (make, kind, model #, serial #)

Purchase Price

Full list attached hereto and incorporated by reference herein

\$1,617,902.00

CERTIFICATION

LESSEE HEREBY CERTIFIES THAT THE INFORMATION SET FORTH ABOVE IS COMPLETE AND ACCURATE DESCRIPTION OF THE EQUIPMENT REFERRED TO IN THE LEASE.

LESSEE: CITY OF JUNCTION CITY

By: _____
Pat Landes, Mayor

Dated: June ____, 2012

CITY OF JUNCTION CITY
LEASED EQUIPMENT
JUNE 2012

| Unit # | Description | Year | VIN/Serial # | Veolia License | Purchase Price from Veolia Water/Other |
|---|--|------|----------------------|----------------|--|
| | List | | | | |
| 263 | 2009 Generac 8 KW Model #0055010 | 2009 | 5732019 | | \$1,000 |
| 317 | 2000 Ford 1/2 Ton Pickup Truck XLT | 2000 | 1FTRX17WOYNB75690NJS | WIP 651 | 2,000 |
| 405 | 1997 Ford Ranger Compact Pickup XL | 1997 | 1FTCR14U9VPA | VQU988 | 1,500 |
| 419 | Ellis Bank Saw Model 3000 | | 30987118 | | 800 |
| 421 | Hobart 2400 Mfg Welder | | 88WA02449 | | 800 |
| 427 | Landa Model VH64-2000 (2000 psi) | | PO105-96503 | | 2,000 |
| 578 | 2011 Ford F 150 Truck | 2011 | | 230DQF | 23,858 |
| 581 | 2008 7400 International Sanitation Packer | 2008 | 1HTWCAAN69J097815 | 239 BOA | 109,845 |
| 583 | 2008 7400 International Sanitation Packer | 2008 | 1HTWCAAN69J097816 | 238BOA | 107,768 |
| 585 | 2008 7400 International Sanitation Packer | 2008 | 1HTWCAAN69J097817 | 240 BOA | 90,732 |
| 606 | Core Cut CC1800 Concrete Walk Behind Saw (20") 20 Hp | | 1266733 | | 1,333 |
| 608 | 2003 Crafc0 Pavement Cutter Model 20990 | 2003 | 34118 | | 3,500 |
| 612P | 2004 C-8 Meyers 8' Snow Plow | 2004 | 220809286 | | 3,000 |
| 618 | 1997 Ford Ranger Compact Pickup XL | 1997 | 1FTCR14UOVPA33763 | VQU 989 | 1,200 |
| 621 | 2007 Case Model 580 Super MII Backhoe | 2007 | N7C428031 | | 44,812 |
| 625 | 2006 Stone Stomper Dirt Wacker | 2006 | | | 1,000 |
| 625 | Stone Viber Plate Model S23A | | 102001120 | | 500 |
| 648 | 2011 Ford Ranger 2wd XL | 2011 | 1FTKR1EE1BPA72537 | 212DQD | 20,648 |
| 660 | 2010 Bobcat S205 | 2010 | AL3J35883 | | 31,210 |
| 661T | Trailer to haul 660 2 axial | | | | 3,000 |
| 667 | 2005 Stihl Concrete Hand Held 14" Saw TS-700 | 2007 | 165177426 | | 533 |
| 680 | 2007 Freightliner 5-ton dump truck | 2007 | 1FVACWC37HV78520 | 615CIT | 42,891 |
| 689 | 2007 Freightliner 5-ton dump truck | 2007 | 1FVACWDD97HW67872 | 614CIT | 42,260 |
| 690 | 2008 Johnston Vanguard 3000 Street Sweeper | 2008 | 1J9VMH699C172015 | 013CIV | 119,577 |
| 803 | 2012 Ford F 450 Utility Truck | 2012 | | 856DQH | 50,673 |
| 837 | 2005 Stihl Concrete Hand Held 14" Saw TS-700 | 2005 | 164964823 | | 533 |
| 896 | 2007 Case Model 580 Super MII Backhoe | 2007 | N7C428040 | | 58,388 |
| 922T | 1994 CMC 28-Ft End Dump | 1994 | 4E7BA2820RATA0445 | 915CBA | 18,000 |
| 1202 | 2004 Ford Ranger | 2004 | 1FTYR14U64PA95284 | 370BOA | 4,750 |
| SUBTOTAL—USED ROLLING STOCK | | | | | \$788,111 |
| SUBTOTAL—USED SHOP EQUIPMENT & TOOLS | | | | | \$53,154 |
| | Salt Dome | | | | \$49,761 |
| | GPS/GIS system | | | | 28,237 |
| | Emergency Sirens | | | | 50,536 |
| | Sewer TV Equipment | | | | 18,912 |
| | Lift Station Monitors | | | | 9,491 |
| SUBTOTAL—USED FIXED ASSETS | | | | | \$156,937 |
| | Carts (Sanitation) | | | | \$272,019 |
| SUBTOTAL—SANITATION CARTS | | | | | \$272,019 |
| | Police Suburban | | | | \$35,160 |
| | 2 1-Ton Dump Trucks | | | | 110,000 |
| | Ambulance | | | | 163,020 |
| | 2 Compact Trucks | | | | 36,000 |
| SUBTOTAL—NEW ROLLING STOCK | | | | | \$344,180 |
| | Pierce Arrow XT (Fire Apparatus) | 2005 | 4P1CA01F95A005090 | | \$1 |
| SUBTOTAL—ADDITIONAL EQUIPMENT | | | | | \$1 |
| TOTAL—ALL LEASED EQUIPMENT | | | | | \$1,614,402 |

Exhibit "B"
LEASE / PURCHASE AGREEMENT

CERTIFICATE OF DELIVERY & ACCEPTANCE AND DISBURSEMENT AUTHORIZATION

I, the undersigned, hereby certify that I am the duly qualified and acting Mayor of the City of Junction City ("Lessee"); and, with respect to the Lease-Purchase Agreement dated June 20, 2012 (the "Lease"), by and between Lessee and INTRUST Bank, N.A., further certify the following:

1. The Equipment and/or services described on the attached invoice(s) is all or a portion of the Equipment (as that term is defined in the Lease) and has been delivered in accordance with Lessee's Specifications (as the term is defined in the Lease) and has been accepted by Lessee.
2. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay the Rental Payments required to be paid under the Lease during the Lease Term.
3. Lessee has obtained from a reputable insurance company qualified to do business in the State of Kansas, or through a self-insurance fund created by the Lessee or of which the Lessee is a qualified member, insurance with respect to all risks required to be covered thereby pursuant to Article 17 of the Lease,
4. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
5. During the Lease Term (as that term is defined in the Lease) the Equipment will be used by Lessee to perform essential governmental functions. Such functions are: Public health.
6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the authority of Lessee or its officers or employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the availability of moneys, or any other action taken by Lessee to provide moneys, sufficient to make Rental Payments; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.
7. INTRUST Bank, N.A. is hereby authorized to disburse **\$1,614,402.00** to the following payees:

Veolia Water North America: \$1,270,221.00

City of Junction City: \$ 344,181.00

8. The disbursement authorized by this certificate is not the subject of a previous draw.

LESSEE: CITY OF JUNCTION CITY

By: _____
Pat Landes, Mayor

Dated: _____, 2012

EXHIBIT "C"
STATE & MUNICIPAL LEASE / PURCHASE AGREEMENT

AMORTIZATION SCHEDULE FOR THE CITY OF JUNCTION CITY, KANSAS
ISSUE DATE OF LEASE: JUNE 20, 2012

EXPIRATION OF LEASE TERM: June 20, 2017.

RENTAL PAYMENTS. Lessee will pay to Lessor, Rental Payments under the Lease, as follows: 10 Rental Payments in the amount of **\$174,971.49** each payment or such other amount as may be necessary to fully amortize the purchase price of the Equipment, plus a \$3,500.00 lease origination fee, plus interest at the rate of 2.900% per annum, over the Lease Term. The Rental Payments are computed based on a principal and interest factor using a 365/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Lessee's first Rental Payment is due December 20, 2012, and all subsequent payments are due on the same day of each sixth month after that. Lessee's final Rental Payment will be due upon expiration of the Lease Term and will be for all principal and accrued interest not yet paid. Unless otherwise agreed, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges. Subject to Section 26 of the Lease, Lessee may prepay the balance at any time without penalty.

**CERTIFIED RESOLUTION
LEASE / PURCHASE AGREEMENT**

I, TYLER FICKEN do hereby certify that I am the City Clerk for the City of Junction City, Kansas, a municipality duly organized and existing under laws of the State of Kansas ("Lessee") and that the following resolutions have been presented to and duly adopted by the at a meeting duly, and regularly held and convened in accordance with applicable law on the ____ day of June, 2012.

WHEREAS, Lessee has carefully reviewed its financing requirements for the current calendar year and reasonably expects that it will issue more that ten million dollars (\$10,000,000) of tax-exempt obligations during the calendar year,

NOW, THEREFORE, be it **RESOLVED**, that the Lessee be, and hereby is, authorized to enter into the Lease with INTRUST Bank N.A. for a period of sixty (60) months, and be it further,

RESOLVED, that the Mayor of the Lessee be, and hereby is, authorized, empowered and directed to sign on its behalf the Lease and any addenda, schedules, notes, UCC financing statements or other instruments issued under the provision of the Lease and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Lease.

RESOLVED, that pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended, the Lease be and hereby is designated a "qualified tax-exempt obligation" includable within the ten million dollars (\$10,000,000) of the aggregate issues designated as "qualified tax-exempt obligations" for the calendar year within which this Lease is entered into.

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereto, this ____ day of June 2012.

LESSEE: CITY OF JUNCTION CITY

By: _____

Printed Name: Tyler Ficken

Title: City Clerk

**CERTIFICATION OF MINUTES
RELATING TO LEASE-PURCHASE AGREEMENT**

Lessee: City of Junction City, Kansas

Kind, date, time and place of meeting: _____

Members present: _____

Members absent: _____

Documents attached:

Minutes of said meeting.

I, the undersigned, being the duly qualified and acting recording officer of the Lessee under the Lease-Purchase Agreement referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said Lease; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this ____ day of June 2012.

Signature

Signature

Name and Title

Name and Title

Backup material for agenda item:

- e. Consideration of Ordinance G-1113 to amend the Junction City Zoning Regulations by eliminating the category of Family Day Care Home and making a Day Care Home a permitted use in certain residential districts. Planning & Zoning Administrator Yearout presenting (First Reading).

City of Junction City

City Commission

Agenda Memo

June 5, 2012

From: **David L. Yearout, AICP, CFM, Director of Planning and Zoning**

To: **City Commission & Gerry Vernon, City Manager**

Subject: **Case No. TA-05-01-12 – Text Amendment to the Junction City Zoning Regulations be deleting Family Day Care Homes and Permitting Day Care Homes in Certain Districts – (G-1113)**

Issue: Consideration of the case initiated by the Metropolitan Planning Commission to amend the Junction City Zoning Regulations by eliminating the category of Family Day Care Home and making a Day Care Home a permitted use in certain residential districts. The State of Kansas changed its categories for day care operations last year by eliminating the Family Day Care Home, which was limited to no more than 6 children, from the permitting operations. Now all operations based from a home begin as a Day Care Home, licensed up to 10 children. The City maintained the Family Day Care Home category because of the limits on the number of children, but it has become apparent as the operators renew their certificates with the City they wish to expand to a Day Care Home. This amendment eliminates the hearing process through the Board of Zoning Appeals and makes these operations a use by right. A separate ordinance will be prepared to amend the Child Care Code as a later date.

Explanation of Issue: The Metropolitan Planning Commission held a public hearing on May 10, 2012, to consider this request. By unanimous vote, the MPC has recommended the rezoning be granted.

Alternatives: In accordance with K.S.A. 12-757, the City Commission has the following alternatives for a text amendment on first appearance:

1. To accept the recommendation of the MPC and approve the Ordinance, thereby amending the Zoning Regulations.
2. Modify the recommendation of the Planning Commission by a 2/3 majority vote and approve the Ordinance as so modified, thereby amending the Zoning Regulations subject to said changes.
3. Return the recommendation to the Planning Commission for further consideration, specifying the items, concerns or issues with said recommendation.
4. Disapprove the recommendation of the Planning Commission by a 2/3 majority vote and not amend the Zoning Regulations.

Special Considerations: No one spoke in favor or in opposition to the proposed change.

Staff Recommendation: Accept the recommendation of the MPC and approve the Ordinance, thereby amending the Junction City Zoning Regulations.

Suggested Motion:

Commissioner _____ moved that the recommendation of the Planning Commission be accepted and that Ordinance No. G-1113, an ordinance amending the Junction City Zoning Regulations, be approved on first reading.

Commissioner _____ seconded the motion.

Enclosures:

MPC Minutes of May 10, 2012
Staff Report
Ordinance G-1113



JUNCTION CITY/GEARY COUNTY METROPOLITAN PLANNING COMMISSION BOARD OF ZONING APPEALS



STAFF REPORT

May 10, 2012

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: TA-05-01-12 – Day Care Provisions in City and County Zoning Regulations

Background: At the direction of the Metropolitan Planning Commission, staff published for a public hearing at the May, 2012, meeting for consideration of amendments to both the City and County Zoning Regulations concerning the manner in which day care operations are addressed. This followed a number of requests wherein people either operating existing Family Day Care Homes or wishing to establish a Day Care operation for the first time have sought approval for a Day Care Home, which allows up to 10 children. This is primarily because the State of Kansas has changed its licensing standards and it no longer has a category for a Family Day Care Home limited to 6 children. Under the old provisions, these operations were “registered” and not “licensed” by the State and the changes to Kansas law last year resulted in the elimination of the Family Day Care Home category. After evidence that the operators would all be seeking the new Day Care Home category, the MPC determined it advisable to consider amendments to the City and County Zoning Regulations.

Zoning Regulation Amendments

The intent is to amend both the City and County Zoning Regulations making the operation of a Day Care Home allowing up to 10 children under the standards established by the State of Kansas as a use by right in the residential districts where a Family Day Care Home is presently allowed. The amendments will also establish specific “performance standards” that restricts the sign size for the operation, restricts placement of permanent play equipment, and establishes a limit of operating hours. There will also be some requirements concerning provision of parking and some other issues as appropriate.

Specifically, the Zoning Regulations will be amended to eliminate the definition of Family Day Care Home; all sections the presently allow a Family Day Care Home by right will be changed to permitting a Day Care Home by right; the language that identifies what requires a Conditional Use Permit will be changed to eliminate that process for a Day Care Home; and specific language will be added as a “performance requirement” for a Day Care Home permitted by right to read as follows:

1. No signage for the Day Care Home shall be permitted on the property beyond a non-illuminated wall sign no more than one (1) square foot in area, which shall be the same color and contrast in message content as is provided for the street address on the property. (i.e. black lettering against a background of the color of the exterior of the home.)
2. No permanent outside play equipment shall be placed in the front yard area of the property.
3. The Day Care Home shall have general operating hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, provided that drop-off's and pick-up's may occur outside these hours when conditions warrant due to needs of the clients.
4. A fenced area be provided for outdoor play in the side or rear yard.

These changes shall be made in both the City and County Zoning Regulations. If there are other performance standards or items of concern on this, the MPC needs to address them at this time.

Child Care Code Amendments

If the Zoning Regulations are amended as stated above, we will also present amendments to the Child Care Code for both the City and County to match the same standards and definitions. The biggest change anticipated will be the elimination of the \$35.00 fee for the Family Day Care Home classification. All other child care facilities have required a \$100.00 fee for the Certificate issued under these local Codes to offset the costs associated with the inspections performed annually by both the Fire Department and the Building Code Enforcement Department.

We anticipate there may be some complaints about these changes because there are some operators that maintain the Family Day Care classification irrespective of the new license from the State of Kansas as a licensed Day Care Home. However, given the recent pace of conversion of operators to the Day Care Home classification, staff believes it is time to simply accept the situation and adjust the local policies, rules and regulations to match what is happening with the State of Kansas.

Staff Recommendation: Staff recommends the MPC recommend approval of these amendments to the Junction City and Geary County Zoning Regulations.

SAMPLE MOTION:

I move that the proposed amendments to the Junction City and Geary County Zoning Regulations concerning Day Care operations be recommended for adoption by the City Commission of the City of Junction City and the Board of County Commissioners of Geary County.

ORDINANCE NO. G-1113

AN ORDINANCE AMENDING TITLE IV. LAND USE, CHAPTER 400: ZONING – GENERAL PROVISIONS, ARTICLE I, TITLE- INTENT AND PURPOSE - DEFINITIONS, SECTION 400.030, DEFINITIONS; ARTICLE V, MISCELLANEOUS REQUIREMENTS; AND CHAPTER 405: DISTRICT REGULATIONS; ARTICLE VI, RESIDENTIAL DISTRICTS, SECTION 405.010 “RS” SUBURBAN RESIDENTIAL DISTRICT, SECTION 405.020 “RG” GENERAL RESIDENTIAL DISTRICT 405.030 “RD” DUPLEX RESIDENTIAL DISTRICT, AND SECTION 405.040 “RM” MULTIPLE-FAMILY RESIDENTIAL DISTRICT OF THE MUNICIPAL CODE OF THE CITY OF JUNCTION CITY, KANSAS.

WHEREAS, the Junction City – Geary County Metropolitan Planning Commission did on May 10, 2012, conduct a public hearing on the proposed amendments to the Junction City Zoning Regulations pertaining to amending certain sections of said Zoning Regulations regarding day care operations; and,

WHEREAS, this City Commission has reviewed the record of said Metropolitan Planning Commission meeting and thoroughly discussed the recommendation made therein.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. Section 400.030, DEFINITIONS, is hereby amended by deleting the term “FAMILY DAY CARE HOME”.

Section 2. Section 400.335, DAY CARE HOME PERFORMANCE STANDARDS, is hereby added as follows:

1. The only signage permitted shall be a non-illuminated wall sign no more than one (1) square foot in area, which shall be the same color and contrast in message content as is provided for the street address on the property. (i.e. black lettering against a background of the color of the exterior of the home.)
2. No outside play equipment shall be placed in the front yard area of the property.
3. The Day Care Home shall have general operating hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, provided that drop-off's and pick-up's may occur outside these hours when conditions warrant due to needs of the clients.
4. All outside play areas shall be fenced.

Section 3. Section 405.010, “RS” SUBURBAN RESIDENTIAL DISTRICT, existing section B.3. and C.3. are hereby repealed and new paragraphs B.3. and C.3. are adopted to read as follows:

B. *Permitted Uses.*

3. Day care home.

C. *Conditional Uses.*

3. Child care center and group day care home.

Section 4. Section 405.020, “RG” GENERAL RESIDENTIAL DISTRICT, existing section B.2. and C.2. are hereby repealed and new paragraphs B.2. and C.2. are adopted to read as follows:

B. *Permitted Uses.*

2. Day care home.

C. *Conditional Uses.*

2. Child care center and group day care home.

Section 5. Section 405.030, “RD” DUPLEX RESIDENTIAL DISTRICT, existing section B.2. and C.1. are hereby repealed and new paragraphs B.2. and C.1. are adopted to read as follows:

B. *Permitted Uses.*

2. Day care home.

C. *Conditional Uses.*

1. Child care center and group day care home.

Section 6. Section 405.040, “RM” MULTIPLE-FAMILY RESIDENTIAL DISTRICT, existing section B.3., C.1. and F. are hereby repealed and new paragraphs B.3., C.1. and F. are adopted to read as follows:

B. *Permitted Uses.*

3. Day care home.

C. *Conditional Uses.*

1. Child care center and group day care home.

F. *Day Care Exceptions.* Day care homes shall only be permitted in single-family and two-family dwellings. At no time shall a day care home be permitted in any multiple-family dwelling.

Section 7. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2012.

PAT LANDES, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

Backup material for agenda item:

- f. Consideration of Ordinance S-3109 a request from Ron and Rebecca Bramlage, owner, requesting to rezone from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted District the property located at the northwest corner of Ash Street and Eisenhower Street, Junction City, Kansas. Planning & Zoning Director Yearout presenting (First Reading).

City of Junction City

City Commission

Agenda Memo

June 5, 2012

From: **David L. Yearout, AICP, CFM, Director of Planning and Zoning**

To: **City Commission & Gerry Vernon, City Manager**

Subject: **Case No. Z-05-01-12 – Rezoning of property at the northwest corner of Ash Street and Eisenhower Street from “CR” Restricted Commercial District to “CN” Neighborhood Commercial District – (S-3109)**

Issue: Consideration of request Ron and Rebecca Bramlage, owner, requesting to rezone from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted District the property located at the northwest corner of Ash Street and Eisenhower Street, Junction City, Kansas. This is the “spec” building Mr. Bramlage constructed on this property in 2010. The property has been zoned “CR” Restricted Commercial for many years. Staff recommended denial of the request as being too much of a change. As noted below, the MPC voted to recommend a more restrictive zoning than requested, which is permitted by law.

Explanation of Issue: The Metropolitan Planning Commission held a public hearing on May 10, 2012, to consider this request. By unanimous vote, the MPC has recommended the rezoning be granted, but at a more restrictive classification than requested. In this case, the MPC has recommended the property be rezoned to “CN” Neighborhood Commercial.

Alternatives: In accordance with K.S.A. 12-757, the City Commission has the following alternatives for a rezoning application on first appearance:

1. To accept the recommendation of the MPC and approve the Ordinance, thereby rezoning the property.
2. Modify the recommendation of the Planning Commission by a 2/3 majority vote and approve the Ordinance as so modified, thereby rezoning the property subject to said changes.
3. Return the recommendation to the Planning Commission for further consideration, specifying the items, concerns or issues with said recommendation.
4. Disapprove the recommendation of the Planning Commission by a 2/3 majority vote and not rezone the property.

Special Considerations: The applicant’s representative spoke in favor of the request because of a desire to market the property to some specific uses not otherwise permitted in the “CR” Restricted Commercial zone. No one spoke in opposition to this request at the public hearing, but there were some verbal and written objections to the “CSR” Service Commercial Restricted zoning, especially from the hospital.

Staff Recommendation: Accept the recommendation of the MPC and approve the Ordinance, thereby rezoning the property.

Suggested Motion:

Commissioner _____ moved that the recommendation of the Planning Commission be accepted and that Ordinance No. S-3109, an ordinance rezoning from “CR” Restricted Commercial District to “CN” Neighborhood Commercial District, the property located at northwest corner of Ash Street and Eisenhower Street, Junction City, Kansas, be approved on first reading.

Commissioner _____ seconded the motion.

Enclosures:

MPC Minutes of May 10, 2012
Staff Report
Ordinance S-3109



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

May 8, 2012

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: Z-05-01-12 – Request to rezone from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted District the property located at the northwest corner of Ash Street and Eisenhower Street, Junction City, Kansas

This is the request of Ron and Rebecca Bramlage, owner, requesting to rezone from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted District the property located at the northwest corner of Ash Street and Eisenhower Street, Junction City, Kansas. This property has been zoned in the “CR” Restricted Commercial District for many years, including years before any construction was ever started on this property. The “CR” Restricted Commercial District is the most restrictive commercial district in the Junction City Zoning Regulations and is restricted only to the following permitted and conditional uses:

B. Permitted Uses.

1. Books, stationery and periodicals (no adult bookstores).
2. Business and professional offices, provided that storage space accessory to such offices shall not exceed fifty percent (50%) of the gross floor area of the principal structure.
3. Child care center and preschool.
4. Churches.
5. Drug stores.
6. Medical, psychiatric and dental clinics, and guidance centers.
7. Mortuaries and funeral homes.
8. The following uses would be permitted when located in an office building or medical or dental clinic, provided such uses could be entered only from an interior lobby or hallway and there is no advertising or display visible from the exterior of the structure except a nameplate type sign not exceeding twelve (12) square feet in total area.
 - a. Barber shops.
 - b. Beauty shops.
 - c. Gift shops.

- d. Newsstands.
- e. Restaurants.
- f. Touch/therapeutic massage.

C. *Conditional Uses.*

- 1. *Research laboratories.* (Limited to research such as medical research, statistical research, etc.)
- 2. *Small animal hospital.* (No outside animal pens permitted)

The reason given for the request in rezoning is to allow a greater variety of uses for the property. The “CSR” Service Commercial Restricted District has a much more extensive listing of permitted and conditional uses, which is as follows:

B. *Permitted Uses.*

- 1. Alcoholic liquor caterers (service location).
- 2. Amusement centers, bowling alleys, roller skating rinks and miniature golf (no adult entertainment facilities).
- 3. Antique stores.
- 4. Auto supply store.
- 5. Automobile and light truck sales, services and repair.
- 6. Automotive service stations and car washes.
- 7. Barber shops and beauty shops.
- 8. Books, stationery and periodicals (no adult bookstores).
- 9. Bus depot.
- 10. Business and professional offices.
- 11. Child care center.
- 12. Churches.
- 13. Contractor's office, no equipment storage.
- 14. Drinking establishments.
- 15. Drug stores.
- 16. Dry cleaning establishments (Class "A" type as defined in the State Fire Regulations).
- 17. Florist, gift and specialty shops.
- 18. Food stores, bakeries, dairy stores, and delicatessens.
- 19. Funeral homes.
- 20. Furniture and appliance stores.
- 21. Governmental buildings, offices and emergency services.
- 22. Hardware and garden supply stores.
- 23. Ice cream store, including drive-in type.
- 24. Liquor stores (package).
- 25. Lodge hall, service and fraternal clubs.
- 26. Medical, psychological and dental clinics.
- 27. Military surplus stores.
- 28. Monument sales.

29. Motels and hotels.
30. Motorcycle sales, service and repair.
31. Music stores and music instrument sales and repair.
32. Paint, wallpaper, floor covering and decorating stores.
33. Pawn shops.
34. Pet stores and pet grooming, no outdoor kennels.
35. Physical, cultural and health services, such as private gymnasiums and reducing salons (not including massage parlors).
36. Plumbing shop.
37. Preschool.
38. Private off-street parking (lots and garages).
39. Radio and television broadcasting facilities, no towers.
40. Restaurants, including drive-in establishments.
41. Second-story residential dwelling units.
42. Self-service laundry and dry cleaning.
43. Sewing machine and yard goods sales.
44. Sporting goods sales, not including the outside storage of boats and campers.
45. Taxi cabs, office, dispatching, storage and service.
46. Touch/therapeutic massage.
47. Temporary alcoholic liquor sales.
48. Trailer rental, utility, provided that no trailer shall have a manufacturer's rating of over one (1) ton.
49. Used clothing store.
50. Used furniture, no outside storage.
51. Vending service and distributing.
52. Wholesale meat stores, no slaughtering of animals.
53. Woodworking (no more than five (5) employees).
54. YMCA, YWCA and other similar organizations as defined in Section 400.030 of this Title.

C. *Conditional Uses.*

1. Animal hospitals, provided that all pens shall be in an enclosed structure when located within three hundred (300) feet of a residential district.
2. Boats, campers and travel trailers; sales, service and rental.
3. Farm implement sales and service.
4. Junior department store with a floor area less than twenty-five thousand (25,000) square feet.
5. Lumber yard.
6. Motor banks.
7. Outdoor theaters (not including adult theaters).
8. Telephone exchanges and telephone transmission equipment structures.
9. Truck sales, service and repair of trucks having a manufacturer's rating of over one (1) ton.

This is a case that challenges the City in how to manage the use of property in a manner which allows adequate and realistic potential of the property for development and still provide the protections from uses that might be incompatible with uses of other properties in the neighborhood. In this case, the neighborhood is dominated by single-family residential uses except for the hospital and other “medically” related uses along Ash Street. All the residential properties are zoned either “RS” Suburban Residential or “RG” General Residential, which is restricted to single-family homes. The hospital is zoned “RS” Suburban Residential and all the “office uses” to the west are zoned “CR” Restricted Commercial.

The property to the east on the northeast corner of Eisenhower and Ash is zoned “CSR” Service Commercial Restricted; however it is developed as a dental office and it is a relatively small lot. It can be argued that property should be rezoned to the “CR” Restricted Commercial District in order to remove some of the potentially detrimental uses that could be established if the dental practice closed and another business tried to use the property under the potential uses allowed by the zoning district.

As can be seen from a comparison of the uses allowed within the two zoning districts, a rezoning of this property to the “CSR” Service Commercial Restricted would expand the potential uses rather significantly. Many of these uses would be a major change in the character and use pattern of the neighborhood and could present some significant challenges to the community as a whole. In particular, things such as automotive sales and repair, drinking establishments, drive-in restaurants, sporting goods sale with outside storage of boats and campers, and many other permitted uses could be very harmful to the neighborhood.

Another factor that must be kept in mind in the evaluation of this request is that the City has the authority under Kansas statutes to consider a rezoning to a more restrictive category than requested. In looking at the various commercial zoning districts, there are many that can be considered as more restrictive than the “CSR” Service Commercial Restricted. It appears from the listing of uses permitted that the commercial districts from the most restrictive of “CR” to the “CSR” district would be “CN” Neighborhood Commercial, “CS” Service Commercial, and “CSP” Special Commercial Districts. As such, it is possible for either the MPC or the City Commission to grant a rezoning to one of these zoning districts if it is determined the existing “CR” Restricted Commercial category is not appropriate. This is provided as a factor in the evaluation by the MPC and the City Commission in considering this request in a manner other than just an approval or denial. This alternative is always available when a specific rezoning is being requested with a range of change as proposed in this case.

It is the opinion of staff that this property is properly zoned. The uses to which it is restricted are sufficient to allow the development of the property in time. The location at Ash Street and Eisenhower Street immediately across the street from the hospital makes the uses allowed in this zoning district very appropriate. Additionally, the zoning in the area is dominated by residential and the most restricted commercial districts which has permitted the area to develop in an attractive and efficient manner without any undue burdens on the infrastructure of the City, nor any harms to the uses established. As a result, it is staff’s opinion that no change is warranted in the zoning classification of this property.

Staff Recommendation: Staff recommends this request to rezone from “CR” Restricted Commercial District to “CSR” Service Commercial District of the property at the northwest corner of Ash Street and Eisenhower Street be recommended for denial for the reasons stated above. Further, staff recommends that no other category be recommended for rezoning of the property and that it be left in the “CR” Restricted Commercial District.

Suggested Motion:

I move that Case No. Z-05-01-12, concerning the request of Ron and Rebecca Bramlage, owner, requesting to rezone from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted District the property located at the northwest corner of Ash Street and Eisenhower Street, Junction City, Kansas, be recommended for denial by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing.

ORDINANCE NO. S-3109

AN ORDINANCE RELATING TO REZONING CERTAIN PROPERTY FROM THE RESTRICTED COMMERCIAL DISTRICT (CR) TO THE NEIGHBORHOOD COMMERCIAL DISTRICT (CN), ALL WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.

WHEREAS, application has been made by the Ron and Rebecca Bramlage, owners, to rezone certain property within the City of Junction City, Kansas; and,

WHEREAS, proper notice has been given by publication of legal notice and by mailed notice to surrounding property owner in conformance with K.S.A. 12-757; and,

WHEREAS, the Junction City/Geary County Metropolitan Planning Commission held a public hearing on the application on May 10, 2012, and, by a majority vote of members present, recommended the property in question be rezoned;

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. That the property located at the northwest corner of Ash Street and Eisenhower Street within the City of Junction City, Geary County, Kansas, and described as follows:

DESCRIPTION:

Lots 1 and 2 of the Bramlage Addition to the City of Junction City, Kansas, being a replat of Lot 2, Block 4, Westside Slopes Addition and a portion of Lot 11 and all of Lot 16, Block 6 of Rimrock Addition Unit No. 2.

be, and the same is, hereby ordered rezoned from its present classification of Restricted Commercial District (CR) to Neighborhood Commercial District (CN) as provided in K.S.A. 12-757.

Section 2. The Zoning Administrator of the City of Junction City, Kansas is hereby ordered and directed to cause said designation to be made on the Official Zoning Map of said City in his custody and to show the property herein described to be zoned as Neighborhood Commercial (CN).

Section 3. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2012.

PAT LANDES, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

Backup material for agenda item:

- g. Consideration of Ordinance S-3110 to rezone the non-commercial properties on the south side of 8th Street either side of Eisenhower Street in Junction City, Kansas, from “CSP” Special Commercial District to “RM” Multiple Family Residential District. Planning & Zoning Director Yearout presenting (First Reading).

City of Junction City

City Commission

Agenda Memo

June 5, 2012

From: **David L. Yearout, AICP, CFM, Director of Planning and Zoning**

To: **City Commission & Gerry Vernon, City Manager**

Subject: **Case No. Z-05-02-12 – Rezoning of numerous properties on the south side of 8th Street and on either side of Eisenhower Street from “CSP” Special Commercial District to “RM” Multiple Family Residential District – (S-3110)**

Issue: Consideration of the case initiated by the Metropolitan Planning Commission to rezone the non-commercial properties on the south side of 8th Street either side of Eisenhower Street in Junction City, Kansas, from “CSP” Special Commercial District to “RM” Multiple Family Residential District. There are 20 individual properties affected by this rezoning, with most of existing uses being single-family residences. Those properties that are used commercially are not affected by this rezoning. As has been noted on several occasions recently, residential properties that are zoned commercial have difficulty in being sold because the residences are nonconforming under the Zoning Regulations and, in the event of the loss of the structure, can not be rebuilt as a residence. This rezoning removes that restriction and makes the zoning classification the consistent with the existing uses.

Explanation of Issue: The Metropolitan Planning Commission held a public hearing on May 10, 2012, to consider this request. By unanimous vote, the MPC has recommended the rezoning be granted.

Alternatives: In accordance with K.S.A. 12-757, the City Commission has the following alternatives for a rezoning application on first appearance:

1. To accept the recommendation of the MPC and approve the Ordinance, thereby rezoning the property.
2. Modify the recommendation of the Planning Commission by a 2/3 majority vote and approve the Ordinance as so modified, thereby rezoning the property subject to said changes.
3. Return the recommendation to the Planning Commission for further consideration, specifying the items, concerns or issues with said recommendation.
4. Disapprove the recommendation of the Planning Commission by a 2/3 majority vote and not rezone the property.

Special Considerations: No one spoke in favor or in opposition to the proposed change.

Staff Recommendation: Accept the recommendation of the MPC and approve the Ordinance, thereby rezoning the property.

Suggested Motion:

Commissioner _____ moved that the recommendation of the Planning Commission be accepted and that Ordinance No. S-3110, an ordinance rezoning from “CSP” Special Commercial District to “RM” Multiple Family Residential District numerous properties located on the south side of 8th Street either side of Eisenhower Street, Junction City, Kansas, as identified in said ordinance, be approved on first reading.

Commissioner _____ seconded the motion.

Enclosures:

Map
MPC Minutes of May 10, 2012
Staff Report
Ordinance S-3110



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

May 8, 2012

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: Z-05-02-12 – Request of the Metropolitan Planning Commission to rezone the residentially used properties on the south side of 8th Street on either side of Eisenhower from “CSP” Special Commercial District to “RM” Multiple Family Residential.

This is the request initiated by the Metropolitan Planning Commission to consider the rezoning of the residentially used properties on the south side of 8th Street on either side of Eisenhower from “CSP” Special Commercial District to “RM” Multiple Family Residential. There are 20 individual properties affected by this rezoning. All of the properties are used for single-family homes.

There have been no calls from affected landowners in this area. However, just as before, if a landowner wishes to retain the commercial zoning, they may do so but we will need to identify that parcel.

As has been discussed before, the changes in the requirements for financing single-family homes has been made virtually impossible for most people to obtain conventional financing when the property associated with the single-family home is zoned commercial. The home itself is “grandfathered” and the City has no authority to order it be removed. But in the event the home is destroyed beyond 50% of its value, the City has no authority to issue a building permit for the single-family home to be rebuilt. Just as was done for the homes along 7th Street earlier this year, this action is intended to place these homes in a residential zoning to remove the nonconformity. These homes are also adjacent or near the rezoning initiated by John York on behalf of Sally Jardine last month.

Staff Recommendation: Staff recommends this request to rezone all the residentially used properties on the south side of 8th Street on either side of Eisenhower be recommended for approval for the reasons stated above.

Suggested Motion:

I move that Case No. Z-05-02-12, concerning the request initiated by the Metropolitan Planning Commission to consider the rezoning of the residentially used properties on the south side of 8th Street on either side of Eisenhower from “CSP” Special Commercial District to “RM” Multiple Family Residential be recommended for approval by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing.

ORDINANCE NO. S-3110

AN ORDINANCE RELATING TO REZONING CERTAIN PROPERTIES FROM THE SPECIAL COMMERCIAL DISTRICT (CSP) AND DUPLEX RESIDENTIAL DISTRICT (RD) TO THE MULTIPLE FAMILY RESIDENTIAL DISTRICT (RM), ALL WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.

WHEREAS, application was initiated by the Junction City/Geary County Metropolitan Planning Commission to rezone certain properties within the City of Junction City, Kansas; and,

WHEREAS, proper notice has been given by publication of legal notice and by mailed notice to surrounding property owner in conformance with K.S.A. 12-757; and,

WHEREAS, the Junction City/Geary County Metropolitan Planning Commission held a public hearing on the application on May 10, 2012, and, by a majority vote of members present, recommended the property in question be rezoned;

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. That the properties used residentially that are located on the south side of 8th Street on either side of Eisenhower Street within the City of Junction City, Geary County, Kansas, and described as follows or with the following addresses whose legal descriptions are on file with the City Planning and Zoning Department:

DESCRIPTION:

In the Fay Allen Plat to Junction City, Kansas: All of lots 2, 3, 4, 5, 6, 7, 8, 9 and 10.

In the Westside Addition to Junction City, Kansas: All of lots 11, 12, 13 and 14 north of K-18 Highway (Whitney Road).

ADDRESSES:

609 North Eisenhower; 613 North Eisenhower; 617 North Eisenhower; 933 West 8th Street; and 935 West 8th Street.

be, and the same are, hereby ordered rezoned from its present classifications of Special Commercial District (CSP) and Duplex Residential District (RD) to Multiple Family Residential District (RM) as provided in K.S.A. 12-757.

Section 2. The Zoning Administrator of the City of Junction City, Kansas is hereby ordered and directed to cause said designation to be made on the Official Zoning Map of said City in his custody and to show the property herein described to be zoned as Multiple Family Residential (RM).

Ordinance No. S-3105

Section 3. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2012.

PAT LANDES, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

Backup material for agenda item:

- h. Consideration of Ordinance S-3111 a request of Audrey Vieux, owner, requesting a Special Use Permit on property zoned "RS" Suburban Residential District to allow massage therapy and personal fitness training at 222 Caroline Court. Planning & Zoning Administrator Yearout presenting (First Reading).

City of Junction City

City Commission

Agenda Memo

June 5, 2012

From: **David L. Yearout, AICP, CFM, Director of Planning and Zoning**

To: **City Commission & Gerry Vernon, City Manager**

Subject: **Case No. SUP-05-01-12 – Granting a Special Use Permit for the establishment of a massage therapy and personal fitness training operation at 222 Caroline Court – (S-3111)**

Issue: Consideration of request of Audrey Vieux, owner, requesting a Special Use Permit on property zoned "RS" Suburban Residential District to allow massage therapy and personal fitness training at 222 Caroline Court, Junction City, Kansas. This is a relatively new home in the Michael's Run Addition. These uses are slightly more intensive than what would be permitted as a home occupation. The Special Use Permit allows the City to consider requests such as this in a manner that avoids the potential request to rezone the property to a commercial classification.

Explanation of Issue: The Metropolitan Planning Commission held a public hearing on May 10, 2012, to consider this request. By unanimous vote, the MPC has recommended the rezoning be granted.

Alternatives: In accordance with K.S.A. 12-757, the City Commission has the following alternatives for a Special Use Permit application on first appearance:

1. To accept the recommendation of the MPC and approve the Ordinance, thereby granting the Special Use Permit.
2. Modify the recommendation of the Planning Commission by a 2/3 majority vote and approve the Ordinance as so modified, thereby granting the Special Use Permit subject to said changes.
3. Return the recommendation to the Planning Commission for further consideration, specifying the items, concerns or issues with said recommendation.
4. Disapprove the recommendation of the Planning Commission by a 2/3 majority vote and deny the Special Use Permit.

Special Considerations: No one spoke in opposition to this request.

Staff Recommendation: Accept the recommendation of the MPC and approve the Ordinance, thereby granting the Special Use Permit.

Suggested Motion:

Commissioner _____ moved that the recommendation of the Planning Commission be accepted and that Ordinance No. S-3111, an ordinance granting a Special Use Permit to Audrey Vieux, owner, requesting a Special Use Permit on property zoned "RS" Suburban Residential District to allow massage therapy and personal fitness training at 222 Caroline Court, Junction City, Kansas, be approved on final reading.

Commissioner _____ seconded the motion.

Enclosures:

MPC Minutes of May 10, 2012
Staff Report
Ordinance S-3111



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

May 4, 2012

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: SUP-05-01-12 – Special Use Permit for property zoned “RS” Suburban Residential District to allow massage therapy and dance lessons at 222 Caroline Court, Junction City, Kansas.

Background:

This is the application of Audrey Vieux, owner, requesting a Special Use Permit on property zoned “RS” Suburban Residential District to allow massage therapy and dance lessons at 222 Caroline Court, Junction City, Kansas. Ms. Vieux wishes to establish these operations in her home. Staff determined these do not qualify as “home occupations”, therefore the Special Use Permit process was the most reasonable approach to consideration for these uses in a residential district.

The City Zoning Regulations were amended last year in order to accommodate this type of condition through the Special Use Permit process. The Special Use Permit process provides the ability to consider the request for this specific use without resorting to a commercial rezoning, which most likely would not be approved.

Ms. Vieux has provided a “sketch” of the extent of her proposed operation, which will be located in the basement of her home. This is a relatively new home in the Michael’s Run Addition. In staff’s opinion, this will be no more intensive than a barber or beauty shop and should have no significant impact on the neighborhood. Adequate parking is provided on-site, plus there is parking available on street on Caroline.

Staff Recommendation:

Staff recommends the application of Audrey Vieux, owner, requesting a Special Use Permit on property zoned “RS” Suburban Residential District to allow massage therapy and dance lessons at 222 Caroline Court, Junction City, Kansas, be recommended for approval, subject to the limitations that no signage be permitted except a non-illuminated wall sign no more than one (1) square foot in area, which shall be the same color and contrast in message

content as is provided for the street address on the property. (i.e. black lettering against a background of the color of the exterior of the home.)

Suggested Motion:

I move that Case No. SUP-05-01-12, the application of Audrey Vieux, owner, requesting a Special Use Permit on property zoned “RS” Suburban Residential District to allow massage therapy and dance lessons at 222 Caroline Court, Junction City, Kansas, be recommended for approval by the City Commission of Junction City subject to conditions stated in the staff report, and based on the findings outlined in the staff report and as presented at the public hearing.

ORDINANCE NO. S-3111

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE ESTABLISHMENT
OF A MASSAGE THERAPY AND PERSONAL FITNESS TRAINING FACILITY ON CERTAIN
PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.

WHEREAS, application has been made by the Audrey Vieux, owner, requesting a Special Use Permit to allow the establishment of a massage therapy and personal fitness training facility on property located at 222 Caroline Court, Junction City, Kansas; and,

WHEREAS, the Metropolitan Planning Commission of Junction City and Geary County conducted a public hearing on Case No. SUP-05-01-12, following published notification in accordance with K.S.A. 12-741, et. seq., as amended, on May 10, 2012; and,

WHEREAS, the Metropolitan Planning Commission has recommended that the City Commission of the City of Junction City, Kansas, approve the Special Use Permit to allow the establishment of a massage therapy and personal fitness training facility on property located at 222 Caroline Court, Junction City, Kansas, be approved, subject to certain conditions;

NOW, THEREFORE, BE IT ORDAINED BY CITY COMMISSION OF THE CITY OF JUNCTION CITY, KANSAS, THAT:

Section 1. The following described property is hereby granted a Special Use Permit to allow the establishment of a massage therapy and personal fitness training facility on property located at 222 Caroline Court, subject to the conditions and restrictions listed herein:

Lot 3, Block 2, A Replat of Michael's Run Addition to Junction City, Geary County, Kansas.

Section 2. The Special Use Permit herein granted shall be subject to the following conditions and restrictions:

- A. No signage shall be permitted except a non-illuminated wall sign no more than one (1) square foot in area, which shall be the same color and contrast in message content as is provided for the street address on the property. (i.e. black lettering against a background of the color of the exterior of the home.).
- B. No permanent equipment shall be placed in the front yard.
- C. The hours of operation shall be 7:00 a.m. to 7:00 p.m..
- D. Outside activity shall be screened with a privacy fence in the rear or side yard area.
- E. No employees outside those living on premise shall be permitted.
- F. This Special Use Permit shall become null and void if or when the applicant no longer resides at this address.

Section 3. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

3. That this Ordinance shall be in full force and effect from and after its publication once in the official city newspaper.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2012.

PAT LANDES, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

Backup material for agenda item:

- i. Consideration of Vacation Order for Case No. VC-05-02-12, a petition of Kaw Valley Engineering, Agent, on behalf of James D. Sampson, owner, requesting the vacation of the platted cross access easement in Sampson's 2nd Addition to Junction City, Kansas. Planning & Zoning Director Yearout presenting.

City of Junction City

City Commission

Agenda Memo

June 5, 2012

From: **David L. Yearout, AICP, CFM, Director of Planning and Zoning**

To: **City Commission & Gerry Vernon, City Manager**

Subject: **Case No. VC-05-02-12 – Vacation of a portion of a Platted Cross Access Easement (Vacation Order Attached)**

Issue: Consideration of Vacation Order for Case No. VC-05-02-12, a petition of Kaw Valley Engineering, Agent, on behalf of James D. Sampson, owner, requesting the vacation of the platted cross access easement in Sampson's 2nd Addition to Junction City, Kansas. This is on the lot currently occupied by Cox Bar-B-Que and is being replaced by a new cross access easement to accommodate the construction of the next building.

Explanation of Issue: The Metropolitan Planning Commission held a public hearing on May 10, 2012, to consider the petition praying for vacation of the platted cross access easement in Sampson's 2nd Addition to Junction City, Kansas. The MPC has recommended by unanimous vote the vacation request be approved and the City accept the dedication of the new cross access easement location.

Alternatives: In accordance with K.S.A. 12-505, the City Commission is to make the findings outlined in the vacation order.

Staff Recommendation: Accept the recommendation of the MPC and approve the vacation order.

Suggested Motion:

Commissioner _____ moved that the recommendation of the Planning Commission be accepted and that the vacation order for the vacation of the platted cross access easement in Sampson's 2nd Addition to Junction City, Kansas be approved, and the City accept the dedication of the newly described cross access easement as presented.

Commissioner _____ seconded the motion.

Enclosures:

Vacation Order
MPC Minutes of May 10, 2012
Staff Report



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

May 8, 2012

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: VC-05-02-12 – Vacation of a Portion of a Platted Cross Access Easement in Sampson's 2nd Addition – Kaw Valley Engineering, Agent

Background: This is the application of Kaw Valley Engineering, Agent, on behalf of James D. Sampson, owner, requesting the vacation of the platted cross access easement in Sampson's 2nd Addition to Junction City, Kansas. The plat of Sampson's 2nd Addition was approved by the Metropolitan Planning Commission in October, 2010, and approved by the City Commission of Junction City in November, 2010. The plat was recorded in January of 2011. The plat established the Cross Access easement in anticipation of the development of more restaurants and to assure access to the parking lot at Holiday Inn Express.

The owner wishes to vacate the cross access easement because the actual location of the buildings does not match the location of the access easement. The owner will dedicate a new cross access easement by separate document with the vacation of the platted cross access easement. There is still the desire to maintain the access to the restaurants from the property to the north without having to travel on East Street and Chestnut Street.

Under the provisions of K.S.A. 12-504 et seq, a petition for a vacation of any item shown on the face of a plat requires a public hearing. The public hearing is to be held by either the City Commissioners or the Planning Commission having jurisdiction. The public hearing for this vacation request has been set for the Metropolitan Planning Commission in accordance with the provisions of the controlling statutes.

The Metropolitan Planning Commission is to review the request and make a recommendation regarding the vacation and submit such recommendation to the City Commission in the same manner provided by K.S.A. 12-752, and amendments thereto, for submission and approval of recommendations regarding plats. The City Commission must determine that the public will suffer no loss or inconvenience by such vacation and that no private rights will be injured or endangered thereby. Ultimately, if the vacation is approved, the City Commission will act upon an order that such vacation be made.

Staff Recommendation: It is staff's opinion that the facts in this case support a recommendation to the City Commission by the Metropolitan Planning Commission that the vacation of the platted cross access easement be granted, subject to the presentation of the dedication of a new cross access easement for approval at the same meeting as the vacation.

Suggested Motion:

I move that Case No. VC-05-02-12, the request of Kaw Valley Engineering, Agent, on behalf of James D. Sampson, owner, requesting the vacation of the platted cross access easement in Sampson's 2nd Addition to Junction City, Kansas, and described in the petition for vacation be recommended for approval to the City Commissioners of Junction City, Kansas, subject to the presentation of the dedication of a new cross access easement for approval at the same meeting as the vacation.

Backup material for agenda item:

- j. Consideration of Vacation Order for Case No. VC-05-01-12, a petition of Kaw Valley Engineering, Agent, on behalf of Hickory Hills Residences I, L.C., by A&S/HHC, LLC. Planning & Zoning Director Yearout presenting.

City of Junction City

City Commission

Agenda Memo

June 5, 2012

From: **David L. Yearout, AICP, CFM, Director of Planning and Zoning**

To: **City Commission & Gerry Vernon, City Manager**

Subject: **Case No. VC-05-01-12 – Vacation of a portion of a Platted Utility Easement (Vacation Order Attached)**

Issue: Consideration of Vacation Order for Case No. VC-05-01-12, a petition of Kaw Valley Engineering, Agent, on behalf of Hickory Hills Residences I, L.C., by A&S/HHC, LLC, its manager, requesting the vacation of the south 10 feet of the 20-foot platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition to Junction City, Kansas. There is also a 10-foot utility easement on the lots immediately north of this easement, resulting in a 30-foot wide easement. The purpose of the request is to vacate the southern portion of the easement to accommodate site improvements.

Explanation of Issue: The Metropolitan Planning Commission held a public hearing on May 10, 2012, to consider the petition praying for vacation of the south 10 feet of the 20-foot platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition to Junction City, Kansas. The MPC has recommended by unanimous vote the vacation request be approved.

Alternatives: In accordance with K.S.A. 12-505, the City Commission is to make the findings outlined in the vacation order.

Staff Recommendation: Accept the recommendation of the MPC and approve the vacation order.

Suggested Motion:

Commissioner _____ moved that the recommendation of the Planning Commission be accepted and that the vacation order for the vacation of the south 10 feet of the 20-foot platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition to Junction City, Kansas be approved.

Commissioner _____ seconded the motion.

Enclosures:

Vacation Order
MPC Minutes of May 10, 2012
Staff Report



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

May 8, 2012

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: VC-05-01-12 – Vacation of a Portion of a Platted Utility Easement – Hickory Hills Addition – Kaw Valley Engineering, Agent

Background: This is the application of Kaw Valley Engineering, Agent, on behalf of Hickory Hills Residences I, L.C., by A&S/HHC, LLC, its manager, requesting the vacation of the south 10 feet of the 20-foot platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition to Junction City, Kansas. The original plat of Hickory Hill Addition was approved by the Metropolitan Planning Commission in January, 2006, and approved by the City Commission of Junction City in February, 2006. The plat was recorded in March of 2006. That plat established a 20-foot utility easement across the entire length of Lot 1 in Block 4, which is now being developed by the Hickory Hills Apartments.

The owner wishes to vacate the south 10 feet of the 20-foot easement because all the utilities are installed in the northern 10 feet of the easement and there is also a 10-foot easement along Lots 2 through 13 of Block 4, which abut the apartment lot on the north side. This effectively establishes a 30 foot easement, more than required by the Subdivision Regulations or needed by the utility companies. Staff has received comments from some utility companies indicating they do not oppose the vacation. There are no water or sewer lines in the area wishing to be vacated. Further, Kaw Valley Engineering indicates there are no existing utilities in the portion of the easement to be vacated.

Under the provisions of K.S.A. 12-504 et seq, a petition for a vacation of any item shown on the face of a plat requires a public hearing. The public hearing is to be held by either the City Commissioners or the Planning Commission having jurisdiction. The public hearing for this vacation request has been set for the Metropolitan Planning Commission in accordance with the provisions of the controlling statutes.

The Metropolitan Planning Commission is to review the request and make a recommendation regarding the vacation and submit such recommendation to the City Commission in the same manner provided by K.S.A. 12-752, and amendments thereto, for submission and approval of recommendations regarding plats. The City Commission must determine that the public will suffer no loss or inconvenience by such vacation and that no private rights will be injured or

endangered thereby. Ultimately, if the vacation is approved, the City Commission will act upon an order that such vacation be made.

Staff Recommendation: It is staff's opinion that the facts in this case support a recommendation to the City Commission by the Metropolitan Planning Commission that the vacation of the south 10 feet of the platted 20-foot utility easement be granted.

Suggested Motion:

I move that Case No. VC-05-01-12, the request of Kaw Valley Engineering, Agent, on behalf of Hickory Hills Residences I, L.C., by A&S/HHC, LLC, its manager, requesting the vacation of the south 10 feet of the 20-foot platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition to Junction City, Kansas, and described in the petition for vacation be recommended for approval to the City Commissioners of Junction City, Kansas.